

RESOLUTION NO. 2018 - 215

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO: 18-51; MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET AND TO EXECUTE AN AGREEMENT WITH SALT AIR FARMERS MARKET, LLC FOR THE REQUIRED SCOPE OF SERVICES.

RECITALS

WHEREAS, the County desires to enter into a contract with Salt Air Farmers Market, LLC to provide management of the St. Johns County Pier Park Market in accordance with the requirements, terms and conditions provided in RFP No. 18-51; and

WHEREAS, the scope of the services shall include providing the operation and management of a market at the St. Johns County Pier Park, located at 350 A1A Beach Blvd, St. Augustine, FL 32080, offering local, unique, high-quality merchandise, such as, but not limited to: fresh produce, handmade arts and crafts, baked goods, flowers, unique gifts and a wide variety of multi-cultural food and crafts in accordance with RFP No: 18-51; and

WHEREAS, through the County's formal RFP process, Salt Air Farmers Market, LLC was the highest ranked firm; 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 a contract for the required 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 18-51 to Salt Air Farmers Market, LLC and to execute a contract for the required services set forth therein.

Section 3. Upon board approval, the County Administrator, or designee, is authorized to enter into negotiations, and upon successful negotiations, to execute an agreement 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 18-51.

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 17th day of July, 2018.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Vice Chairman

**ATTEST: ST. JOHNS COUNTY, FL
CLERK OF COURT - Hunter S. Conrad, Clerk**

By: Robert L. Platt
Deputy Clerk

RENDITION DATE 7/19/2018





CONTRACT AGREEMENT FOR SERVICES
RFP NO: 18-51; MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET
Master Contract #: _____

This Contract Agreement ("Agreement"), is made as of this 17th day of July, 2018, by and between St. Johns County, FL, ("County"), a political subdivision of the State of Florida, with administrative offices located at 500 San Sebastian View, St. Augustine, FL 32084, and Salt Air Farmers Market, LLC ("Contractor"), authorized to do business in the State of Florida, with Mailing Address: 114 Rivera Street, St. Augustine, FL 32080; Phone No: (904) 501-5035; and Email: doucettesloan@gmail.com. In consideration of the mutual promises and covenants contained herein, the County and the Contractor agree as follows:

Section 1. Enumeration of Contract Documents.

This term "Contract Documents" as used in herein shall consist collectively of all RFP 18-51 documents including all exhibits and addenda thereto; all specifications; this Agreement including all exhibits, addenda and duly executed amendments hereto. All representations, whether verbal or otherwise that are not included in the Contract Documents do not form part of this Agreement.

Section 2. Duration and Extension of this Agreement.

The effective date of this Agreement shall begin on October 1, 2018 (Effective Date), and shall continue for one (1) calendar year, through and until September 30, 2019 (Expiration Date), unless otherwise terminated by the County. Upon expiration, this Agreement may be renewed for up to four (4) one (1) year terms. Any renewal of this Agreement shall be in writing, executed by authorized representatives of each parties, and subject to satisfactory performance by the Contractor. While this Agreement may be renewed as provided in this section, it is expressly understood by the Contractor that the County is under no obligation to renew or extend this Agreement. It is further expressly understood by the each of the parties that the County reserves the right to combine any of the renewal terms, or authorize additional renewal beyond those noted herein if doing so serves the best interest of the County.

Section 3. Scope of Services.

In accordance with the Contracts Documents and the Specifications attached hereto as Exhibit A, and incorporated herein by this reference, Contractor shall provide all labor, materials, equipment and supervision necessary to manage the markets located at the St. Johns County Pier Park (Market). Unless otherwise notified in writing by the County, Contractor shall provide such services under the general direction of the Beach Services Supervisor, who shall act as the County's representative in performance of this Agreement.

In performing the scope of services, Contractor shall comply with the schedule provided in the Specifications. Contractor shall coordinate with the County's representative and other authorized designees as needed to timely complete all work associated with the scope of services for the duration of this Agreement. Failure by the Contractor to adhere to the scheduled provided in the Specifications will constitute a breach of this Agreement. No changes, modifications or revisions to such schedule will be made, unless in writing and executed by duly authorized representatives of each party hereto.

Section 4. Personnel.

- a. The Contractor shall secure, maintain and supervise adequate personnel necessary to complete any and all work associated with the scope of services. By execution of this Agreement, the Contractor expressly agrees that any training, screening or other actions required to qualify such personnel to complete the work shall be provided by the Contractor, at the Contractor's sole cost and expense. No such personnel shall be an employee of St. Johns County, Florida, nor maintain a contractual relationship with St. Johns County, Florida.
- b. Upon execution of this Agreement, the Contractor shall provide to the County's Representative a list of key personnel, including contact information. For the duration of this Agreement, the Contractor shall be obligated to ensure that the information contained in the list is current. The County reserves the right to approve any changes to or substitutions of in key personnel provided by the Contractor.

Section 5. Compensation.

- a. As compensation for satisfactory completion of the work detailed in the scope of services, Contractor will be compensated at a rate of sixty percent (60%) of all revenue generated by operation of the Market, less applicable taxes and fees. Such revenue shall include but is not limited to amounts generated by merchandise sales, rent, vendor fees and parking fees. Contractor will remit the remaining forty percent (40%) of net revenues generated by operation of the Market to the County on the 15th day of each month of the year for the duration of this Agreement. The first of such payments to the County shall be due by no later than October 15, 2018.
- b. In accordance with applicable provisions of the Florida Statutes, Contractor will record, collect and pay any applicable tax(es) associated with operation of the Farmers Market. In order to ensure compliance with this provision, the County expressly reserves the right to review and audit all of Contractor's records related to performance of this Agreement. Failure by the Contractor to properly record, collect and/or pay applicable tax(es) associated with operation of the Farmers Market shall constitute cause for termination of this Agreement by the County.
- c. Unless otherwise notified in writing, all payments to the County shall be made in the form of a cashiers' check, made payable to St. Johns County Board of County Commissioners, and delivered to:

St. Johns County Beach Services Department
ATTN: Beach Services Supervisor
901 Pope Road
St. Augustine, Florida 32080
- d. The County, at its sole discretion, reserves the right to change the payment due date noted above, subject to providing the Contractor no less than fourteen (14) consecutive calendar days prior written notice. Such notice shall specifically state the changed due date.
- e. Upon expiration or early termination of this Agreement, in order for each party to close their respective books and records, the Contractor shall clearly state "Final Payment" on the last payment remitted to the County. Such statement shall indicate that the Contractor has completed all work associated with the scope of services required by this Agreement, and that all invoices and payments have been made.

Section 6. Taxes.

- a. In accordance with applicable local, state, and federal laws, the County is exempt from the payment of sales and use taxes. Upon request, the County will execute a tax exemption certificate submitted by the Contractor. Nothing contained in this Agreement shall be construed to exempt the Contractor from the payment of all applicable taxes in its performance of the scope of services. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's tax-exempt status in any manner.
- b. 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.

Section 7. Termination.

- a. Termination for Convenience by County. Notwithstanding any other term or provision contained in this Agreement, the County shall have the right, in its sole discretion, to terminate this Agreement upon no less than ninety (90) calendar days prior written notice to the Contractor and subject to payment to the County of all outstanding amounts due.
- b. Termination for Convenience by the Contractor. Notwithstanding any other term or provision contained in this Agreement, the Contractor shall have the right, in its sole discretion, to terminate this Agreement upon no less than ninety (90) calendar days prior written notice to the County and subject to payment to the Contractor all outstanding amounts due.
- c. Termination for Cause. If either party hereto breaches any material term of this Agreement, other than a payment term, and the breach continues un-remedied for more than seven (7) calendar days after receipt of written notice of default (or any such time as mutually agreed upon in writing by the parties), then the non-breaching party may terminate this Agreement for cause with no further notice. If either party is in breach of a payment obligation as provided in this Agreement, and fails to make payment in full within seven (7) calendar days after receipt of written

notice of default, then the non-defaulting party may, at its option, terminate this Agreement with no further notice. Nothing contained in this provision shall be deemed a waiver of any payment due as provided elsewhere in this Agreement.

- d. Notice of Termination. It is expressly understood that, should the County issue more than one notice of default to the Contractor during the effective term of this Agreement, the County may, at its sole discretion, terminate this Agreement for cause by issuing a notice of termination to the Contractor. Such notice shall include the effective date of termination of this Agreement. Upon a receipt of a notice of termination by the County, the Contractor shall stop work on the date and to the extent specified.

Section 8. Insurance.

- a. 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.
- b. The Contractor shall maintain for the duration 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.
- c. The Contractor shall maintain for the duration 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.
- d. The Contractor shall maintain for the duration of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law.
- e. In the event of unusual circumstances, the County may adjust the insurance requirements noted above.

Section 9. Indemnification.

The Contractor shall indemnify, defend and hold harmless the County, and its officers, and employees, from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, associated with or stemming from any negligent, reckless, intentional/unintentional conduct or omission by the Contractor and other persons employed or utilized by the Contractor in performance of this Agreement.

Section 10. Independent Contractor Relationship.

- a. For the duration of this Agreement, the Contractor, together with any employees, subcontractors or other personnel secured by the Contractor to perform this Agreement (collectively referred to in this section as Contractor), is an independent contractor, and not an employee, agent, official or servant of the County. As such, the Contractor is not eligible for any benefits afforded to County personnel. All personnel secured by the Contractor to perform this Agreement shall at all times be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which such personnel performs the work. Nothing contained in this Agreement shall be construed to grant the Contractor any power or authority to bind (legally or equitably), in any manner whatsoever, the County in any promise, agreement, representation or warranty.

Section 11. Subcontractors.

Prior to subcontracting any work under this Agreement, Contractor shall notify the County in writing. In light of the nature of the work required to complete the scope of services detailed in this Agreement, the County reserves the right to approve the use of all subcontractors. The County further reserves the right to reject the selection of any subcontractor that

fails to demonstrate the abilities, resources or qualifications required to perform any work associated with the scope of services.

Section 12. Non-Discrimination.

- a. The Farmers Market shall be open to the public with no regard to race, color, religion, sex, national origin, disability, or age. In employing personnel, selecting subcontractors and granting or denying space, the Contactor shall comply with all applicable rules, regulations, orders, ordinances and laws governing non-discriminatory practices.

Section 13. 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.

Section 14. Free Speech Activities.

Upon execution of this Agreement, the Contractor shall coordinate with the County's Representative to facilitate free speech activities at the Market in a manner that protects the health, safety and welfare of patrons, while guarantying the free speech rights of those visiting the Market.

Section 15. Risk of Loss.

It is specifically understood that the County does not accept and/or assume any responsibility whatsoever for any person or property that enters that portion of the St. Johns County Pier Park designated for use as the Market, during set-up, take-

down, operating, and/or clean-up. In consideration of the execution of this Agreement by the County, the Contractor releases the County from any, and all, liability for any loss, injury, death, theft, damage, or destruction to any persons or property which may occur in, or about, that portion of the St. Augustine Amphitheatre, designated for use as the Farmers Market, regardless of the cause. Nevertheless, the Contractor shall not be liable for any, and all, liability that is determined to be caused solely due to the negligence of the County.

Section 16. Effect of Failure to Insist on Strict Compliance with Conditions.

The failure of either party to insist upon strict performance of any term, condition, provision, and/or requirement of this Agreement, shall not be construed as a waiver of such term, condition, provision, and/or requirement on any subsequent occasion.

Section 17. Relationship of the County and the Contractor.

This Agreement shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association, or joint venture between the County, and the Contractor.

Section 18. 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.

Section 19. No Conflict of Interest.

The Contractor represents and warrants to the County that the Contractor has not employed or retained any elected official, officer, or employee of the County, in order to secure this Agreement. Moreover, the Contractor represents and warrants to the County that the Contractor has not paid, or offer to pay, or agreed to pay, any person, any fee, commission, percentage, brokerage, fee, incentive fee, or gift of any kind, contingent upon, or in connection with, securing and executing this Agreement.

Section 20. 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.

Section 21. Severability.

If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

Section 22. 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) Federal and State Taxes; (2) Insurance; (3) Indemnification; (4) Public Records.

Section 23. Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 24. 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.

Section 25. 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.

Section 26. 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.

Section 27. Compliance with Laws.

For the duration of this Agreement, the parties shall abide by, and comply with, any, and all, applicable local, State, and/or Federal laws, codes, rules, regulations, and/or requirements.

Section 28. Successors and Assigns.

- a. 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.
- b. In light of the scope and rationale for this Agreement, neither the County, nor the Contractor may assign, transfer, and/or sell any of the rights noted in this Agreement, or associated with this Agreement, without the express written approval of the other party. Should either the County, or the Contractor, assign, transfer, and/or sell any of the rights of this Agreement, without such prior written approval of the other party, then such action on the part of either the County, or the Contractor, shall result in the automatic termination of this Agreement, without further notice required on the part of the other party.

Section 29. Amendments to this Agreement.

- a. Both the County and the Contractor acknowledge that this Agreement, together with any attached, and incorporated Exhibits, constitute the complete agreement and understanding of the County, and the Contractor.
- b. Further, both the County, and the Contractor acknowledge that any change, amendment, modification, revision, or extension of this Agreement, other than termination as noted elsewhere in this Agreement, shall be in writing, and shall be executed by duly authorized representatives of both the County, and the Contractor.

Section 30. Reserved Rights of County.

It is explicitly understood that the County reserves the right to: (1) audit the Contractor's books and records related to performance of this Agreement; (2) require security and/or medical personnel in those instances where there is a documented safety and/or health risk and/or need; (3) authorize unannounced inspections of the Market; and (4) impose additional requirements in those instances where there are documented health, safety, and/or welfare concerns.

Section 31. Signs.

The County shall approve, inspect and monitor the placement of all signs (directional or otherwise), to ensure compliance with the applicable regulations, and in order to ensure the safety of persons walking/traveling around the Farmers Market.

Section 32. Permits and Licenses.

As its sole cost and expense, the Contractor shall secure and maintain all permits, licenses or other approvals required to complete the scope of services set forth in this Agreement.

Section 33. 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, MPA, CPPB, FCCM, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Salt Air Farmers Market, LLC
ATTN: Sloan Doucette, Market Manager
114 Rivera Street
St. Augustine, FL 32080

Section 34. 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.

Section 35. Authority to Execute.

Each party covenants to the other party/parties that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

Section 36. Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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:

CONTRACTOR:

County Representative Signature

Salt Air Farmers Market, LLC
Full Legal Company Name

Jaime T. Locklear, MPA, CPPB, FCCM
County Representative Printed Name

Authorized Representative Name (Type or Print)

Purchasing Manager
County Representative Printed Title

Authorized Representative Signature

Date of Execution

Title

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

Date of Execution

Deputy Clerk

Date

LEGAL REVIEW:

Deputy County Attorney

Date

RFP NO: 18-51; MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET
EXHIBIT "A" - SCOPE OF SERVICES

The Contractor shall be responsible for providing for the operation and management of a market at the St. Johns County Ocean Pier Park, offering local unique, high-quality merchandise, such as, but not limited to: fresh produce, handmade arts and crafts, baked goods, flowers, unique gifts and a wide variety of multi-cultural food, and crafts. The market shall operate each Wednesday, from 8:00am to 12:00pm.

Local Focus:

The market shall have a local focus, offering fresh local produce, dairy, meats, local/artisan prepared foods such as baked and pickled goods, fresh squeezed juices, locally sourced artisan seasonings, teas, hand-made crafts, plants, and other local or artisan non-food items. For the purposes of this Contract Agreement, "local" shall be defined as grown or crafted within one hundred (100) miles of the location of the market.

Market Composition:

The Contractor shall be responsible for ensuring a balanced product offering and desired ambiance with an appropriate mix of vendors. County reserves the right to change market composition requirement to best serve needs of County and Market Patrons.

Market Layout:

The Contractor shall coordinate the layout of the 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. Contractor must ensure ADA compliant access to all portions of the market intended for public access. The Contractor shall be responsible for securing additional parking locations for market attendees as necessary at no additional cost to the County. All parking areas located outside the designate market area shall remain open to the public and shall not be blocked or reserved by the contractor or market vendors.

Set-Up/Take-Down/Clean-Up

The Contractor shall be responsible for maintaining the area reserved for the market prior to and following the operations of the market each Wednesday. 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 market. It shall be the responsibility of the Contractor to ensure that the 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 St. Johns County Ocean Pier Park property is occupied by one or more market vendors.

Activity Restrictions:

The County strictly prohibits certain activities at the 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 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 market.

1. 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. 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 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 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 market. The Contractor shall be required to have a representative onsite at all times during the 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 park.

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 market, and to improve overall sale of vendor spots and visitation of the 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.

Market/Vendor Fees:

The Contractor shall pay to the County, two hundred fifty dollars (\$250.00) + five point eight percent (5.8%) sales tax per each Market as payment for the County's authorization to use the designated area at the St. Johns County Ocean Pier Park facility for the market. All 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.

In addition to the above, the Contractor shall collect all inclusive Vendor fees and shall not exceed forty dollars (\$40.00) per vendor spot. The Contractor shall pay to the County, a percentage of the revenue generated from the Contractor-collected Vendor Fees as Rental/Use Fees. Vendor spot sizes shall be determined by Contractor to best accommodate Vendors and Market Patrons. Vendors are not to exceed the footprint of the designated Market Area (Exhibit A). County reserves the right to change the designated Market Area to best serve needs of County and Market Patrons. Contractor shall be responsible for any other fees associated with the use of the site including new event fees.

Reporting:

The Contractor shall submit, with each payment, a monthly report detailing the number of participating vendors and estimated visitor attendance for each market conducted during the prior month. The report shall also include a list of 'active' vendors who have participated in at least one (1) 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 market with an explanation for the disapproval.

Maintenance:

The Contractor shall inspect the area of the SJC Ocean Pier Park used for the 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 market use of the area.

The Contractor shall be responsible for restoring the area(s) used for the 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 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 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 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 the market and vendors utilized at the end of each market event. Contractor will be responsible for the disposal of all trash. No dumpsters will be permitted onsite. The Contractor shall ensure that all trash and debris generated by the market, vendors, and visitors of the market is removed from the area after each 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 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 Park or hinder the operation of other County activities outside the market area, which may be occurring during the operating hours of the market.

Storage of Materials & Equipment:

Storage for materials and equipment is not available at the SJC Pier Park. 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 market events.

Security:

For each market event, the Contractor shall provide a minimum of two (2) law enforcement personnel 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 law enforcement 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 and/or permitted, and that vendors possess Local Business Tax Receipts for St. Johns County, as required. Contractor will approve qualified vendors and schedule vendors in a manner that maintains the appropriate market composition as previously stated.

The Contractor shall certify, in writing, that all personnel proposed to perform work under the awarded Contract, as well as all vendors applying to participate in the market have been screened through the appropriate method outlined below, prior to any work being performed. Any and all Contractor provided personnel performing services on County property under this Agreement, as well as any and all vendors participating in the market, must be properly screened, and must meet the criteria provided below:

- a.) Level I Background Screenings are required for any and all individuals performing services, and/or selling goods on County property. Background screenings include, but are not limited to, national and local criminal history, driver license record, national sexual offender, and employment history.
- b.) Individuals who undergo a Level I Background Screening and who are awaiting final disposition of a felony case, or who, in the past ten (10) years were found guilty of a felony offense, have had adjudication withheld in a felony case, entered into a pre-trial intervention in a felony case, or have been found guilty of any crimes involving drugs and/or theft may not participate in any market at the St. Johns County Pier Park, if it is determined that the arrest record and/or the Court's action makes the individual unsuitable to participate in these events on County property.
- c.) The Contractor shall be required to make any and all records from background screenings of market vendors available to the County for review/audit, upon request from the County. The Contractor shall be responsible for obtaining any and all necessary permissions from the screened individuals allowing the transmission of records to the County for review.
- d.) Any and all subcontractors performing work under the direction of the Contractor shall be required to comply with the same background check requirements as provided herein.

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. Contractor is responsible for the coordination of all

cancelations due to inclement weather or unforeseen circumstances. The Contractor shall be responsible for any cancelation cost incurred and shall coordinate any refunds as needed.

The Contractor shall review Supplemental Nutrition Assistance Program (SNAP) eligibility of all vendors. All SNAP eligible vendors will be required to accept SNAP benefits as a form of payment.

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 market. The Contractor is required to maintain a website for the 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 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 market. County ordinance is subject to change.

Additional Markets:

The County reserves the right to expand the market at the SJC Ocean Pier Park to include additional markets, if there is a community demand and/or need, as determined by the County. In the event the County determines that an additional market is in the best interest of the County, the County and the Contractor shall coordinate services required for any additional market. Any changes in scope will be negotiated between County and Contractor with the County approving any final changes.

Relocating Markets:

In the event the County determines that relocating the market is in the best interest of the County or the public, the County and the Contractor shall coordinate the relocation of the market. The County shall provide no less than thirty (30) days' prior written notice of any relocation of the market. Any changes in scope will be negotiated between County and Contractor with the County approving any final changes.

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 market, at the expense of the Contractor;
- Authorize unannounced inspection of the area used for the market during set-up, operation, and clean-up/breakdown hours;
- Impose additional requirements in those instances where there are documented health, safety or welfare concerns;
- Offer/sell alcohol before, during or after the market operating hours, utilizing County facilities;
- Cancel any market without notice.

RFP NO: 18-51; MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET
EXHIBIT "B" – CONTRACT SCHEDULE

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

Initial Contract – Shall become effective on October 1, 2018, 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 four (4), 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 Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

June 18, 2018

RE: RFP No: 18-51 – Management of St. Johns County Pier Park Market

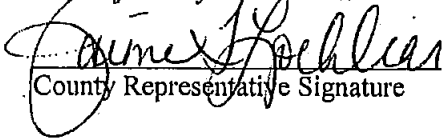
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Salt Air Farmers Market, LLC as the highest ranked firm under for **RFP No: 18-51 – Management**. This notice will remain posted to the **St. Johns County Purchasing Department bulletin board** until 1:00 PM, Thursday, June 21, 2018.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to negotiation, and upon successful negotiations, execute a contract.

Please forward all correspondence, requests or inquiries directly to my attention at the information provided below.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 6/18/18

Jaime T. Locklear, MPA, CPPB, FCCM
Purchasing Manager
(904) 209-0158 – Direct
(904) 209-0159 – Fax
(904) 209-0150 – Main
jlocklear@sjcfl.us

RFP NO: 18-51 - MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET

PART VI: ATTACHMENTS/FORMS

REQUEST FOR PROPOSALS (RFP) NO: 18-51

MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET

COVER PAGE

**SUBMIT ONE (1) ORIGINAL AND
ONE (1) EXACT ELECTRONIC PDF COPY ON A USB DRIVE IN A SEALED
ENVELOPE OR CONTAINER TO:**

**PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084
ATTN: Bryan Matus, Buyer**

COMPANY NAME: Salt Air Farmers Market, LLC

CONTACT NAME & TITLE: Juliana Olsson, Sloan Doucette - Managers

CONTACT PHONE NUMBER: Julianna Olsson - 904.315.0952, Sloan Doucette - 904.501.5035

CONTACT EMAIL ADDRESS: julieolsson22@gmail.com - doucettesloan@gmail.com

DATE: 05/16/2018

St. Johns County Board of County Commissioners
St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

May 16, 2018

Dear Purchasing Department,

Attached please find our proposal for the management of the St. Johns County Pier Park Market, RFP NO: 18-51.

We are life-long St. Johns County residents who for the past 5 years have operated a popular farmers market in neighboring Flagler County. We are excited at the possibility of managing the Pier Park Market in our own hometown. We recognize the importance in selecting vendors who provide locally-farmed produce and hand crafted items. Giving back to the community is very important to us. We believe that our skillset will enable us to create an atmosphere that will be a positive reflection on St. Johns County, its residents and visitors.

Regards,

Sloan Doucette
Market Manager
Salt Air Farmers Market, LLC

Juliana Olsson
Market Manager
Salt Air Farmers Market, LLC

Section 3 – Company Background and Experience

Salt Air Farmers Market, LLC is female-owned and operated by Ms. Sloan Doucette and Ms. Juliana Olsson, who combined have over 67 years of experience in the food service industry. This field requires excellent customer service skills that will benefit interactions with vendors and patrons of the market.

SAFM was established in 2013 with the vision to provide a true farmers market with a personal, local feel for residents in the surrounding area. For the past 5 years the market has operated every Sunday, rain or shine (with the exception of the hurricanes) with no gaps in service. It hosts approximately 40 vendors during peak season (fall and winter) and on average 25 throughout the rest of the year.

Our patrons are very important and due to this we intend to ensure that we take excellent care by giving them the best experience when visiting the market. Strong customer service skills have allowed them to excel in the field.



Sloan and Juliana

About Sloan Doucette – Sloan has worked in her family's St. Augustine-based Creekside Diner for over 40 years, working her way up to the position of Manager and holding responsibility for all books of business to include staffing, scheduling and overall operations. She coordinates all banquets and parties and has also been brought in at times to help manage her family's other two businesses, Salt Water Cowboys and Fiddlers Green.

About Juliana Olsson – Juliana, who is a direct Native descendant of one of the Minorcan families (Manucy), also worked her way up to management within the St. Augustine restaurant industry with 27 years of experience at Creekside Diner and, for the past 5 years, as the Manager of The Conch House restaurant. She is responsible for over 40 employees in the "front of the house" and handles all banquets and parties. She also organizes fund-raisers, to include the annual Great Chowder Debate.

Juliana's passion for farmers markets began 12 years ago when she was once a vendor at the St. Johns County Pier Market. This experience instilled a deep desire to operate a market of her own which led to the opening of the Salt Air Farmers Market along with Sloan Doucette.

Section 4 – Pricing

Salt Air Farmers Market, LLC is prepared to offer pricing to match the example "Contractor A" as per page 14 of the RFP NO: 18-51 as described below:

Monthly vendor fee - \$30.00
Visiting or weekly vendor - \$35.00
County % revenue – 40%

Section 5 – Business Plan / Approach to Services

Overall structure

Ms. Doucette and Ms. Olsson will continue to operate the Sunday Salt Air Farmers Market at Marineland. By doing so this will provide access to vendors that could participate in the Pier Park Market as well. Having a strong list to draw from will be an asset to the market providing the patrons with a diverse group of vendors. They will both be on hand during market hours to manage the coordination of setup and all cleaning services as outlined in RFP NO: 18-51.

Security

Two Law Enforcement Certified officers will be on-site during market hours to provide security and traffic control. This includes during times that vendors are on site setting up and taking down their booths.

Vendor review process

All existing vendors will re-apply and feedback will be collected from the County regarding attendance and quality of offerings. All licensing and other pertinent documents will be re-verified. SAFM will establish and maintain a catalog of vendors and any new applicants for future St. Johns County Pier Park Market operations.

Level 1 background screening will be conducted on all vendors, SAFM staff and management.

During vendor review process, eligible vendors will be identified and required to accept SNAP benefits.

Vendor/ booth fee structure

Pricing will be set at \$30 per booth for monthly vendors and \$35 per booth for visiting or weekly vendors. Note: visiting or weekly vendors will meet the same requirements as monthly vendors regarding application, permitting and background screening. 40% of each vendor fee will be directed to St. Johns County as per Section 4 – Pricing.

Vendor rotation / vendor waiting list management

An area will be established for wait-list vendors to rotate in and have an opportunity to showcase their products or services. Quality and performance would be evaluated to determine future participation in the St. Johns County Pier Park Market.

Transition to new management

With approval from the County once the contract is awarded, staff from the SAFM will be onsite during current market hours to field questions from existing and potential vendors who wish to apply under the new management. Vendor information packets will be available during the market as well as on the SAFM and the St. Johns County Pier Park Market websites.

Moving forward, a management booth will be established to house market management staff for visitor and vendor inquiries.

Advertising / marketing

SAFM will establish a comprehensive, continuous multimedia marketing campaign designed to amplify knowledge and attendance of the St. Johns County Pier Park Market, highlighting specific focal points throughout the year such as seasonal offerings, health screenings and other projects as outlined in the TRADE SECRETS section of this packet.

Radio

- SAFM has existing relationships with local radio stations and regularly advertises the market. SAFM would establish a separate St. Johns County Pier Park Market radio advertising program at no cost to the County. These radio spots would run three times per week to increase enthusiasm for attendance and highlight specific events as described in the TRADE SECRETS section of this packet.

Social Media

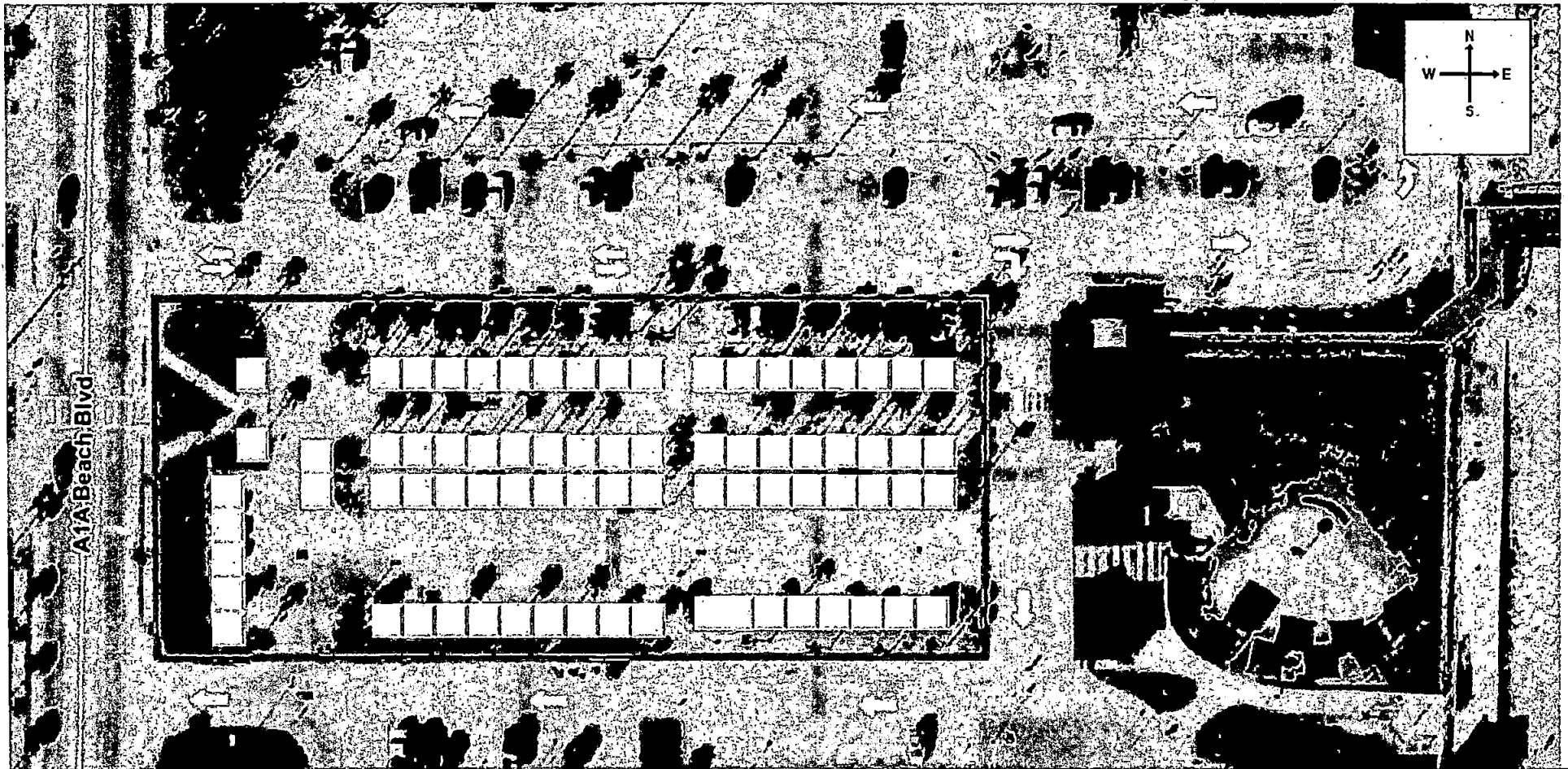
- Facebook – SAFM has an existing advertising account that would be duplicated for the St. Johns County Pier Park Market. SAFM currently reaches on average over 3,000 people per week via their Face Book page (approximately 50% organically and 50% paid). We are confident that a larger base can be established. Facebook groups will be joined in the St. Johns, Flagler and Volusia county areas to promote the market, special events, and vendor highlights on a weekly basis at no additional cost to the County.
- Instagram – on a weekly basis, SAFM will send out photos of vendors and events at the St. Johns County Pier Park Market to further enhance marketing efforts at no cost to the County.

Print and Television

- SAFM will regularly review local print and television media for advertising and public service announcement opportunities to expand awareness of the St. Johns County Pier Park Market similar to described above at no cost to the County.

Other

- Please refer to the TRADE SECRETS section of this packet for additional marketing strategies proposed by SAFM.



This map is for reference only indicating placement of vendor tents for the St. Johns County Pier Market.

Public parking is available:

- St. Johns Pier Park
- 16th Street and A1A
- 14th Street and A1A
- Pope Road and A1A

Note: vendors with spaces along the walkway will be required to park in a public parking lot other than the St. Johns Pier parking lot which shall remain available for market patrons.

Section 6 – Staff Qualifications and Resources

Pertinent Professional Experience

Ms. Olsson and Ms. Doucette have 40 and 31 years respectively of continual hands-on experience in the St. Johns County service industry. Their expertise translates nicely into the Farmers Market business sector as demonstrated by their success over the past 5 years with the Salt Air Farmers Market, LLC.

Extensive Network

They have built a solid, broad network within the service industry here in St. Johns County and their word-of-mouth marketing of the St. Johns County Pier Park Market can enhance attendance and vendor participation.

As evidence of this, we respectfully submit the attached reference letters for your review from:

- Charlie and Judy Butcher, Schooner's Seafood House
- Chip Cullipher, The Conch House Marina and Resort
- Honorable Leslie Babonis, Mayor of Marineland
- Kevan Breitingner, Mosaic Funk
- Marion Tevlin, EcoPurposed
- Rena Bartow, Shore Wonderful
- Shelly Drouillard, Saltwater Cowboys, Creekside Dinery and formerly Fiddlers Green
- Rudin Ferra, Ferra Bakery

SAFM Advantages

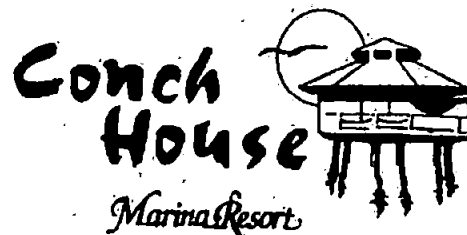
- Two managers – both Ms. Olsson and Ms. Doucette will be onsite each week to ensure the smooth running of the market. Unforeseen absences (such as the cold or flu) will not impact the management of the market. At all times, at least one person will be onsite to handle events in person.
- Smooth transition – extensive years of experience handling farmers markets and in the restaurant industry, their presence will provide a smooth transition to new management.
- Added benefit of word of mouth marketing – SAFM extensive network of vendors and the community in St. Johns County can enhance participation and attendance of the St. Johns County Pier Park Market through their word-of-mouth marketing in addition to the advertising and marketing plan outlined in Section 5.

To Whom It May Concern:

We have known Julie Olsson and Sloan Doucette for well over 25 years, personally and in business. They are both very professional and personable. They are well known and active in the community. Julie and Sloan are hardworking and always willing to help other people.

Sincerely,

Charlie & Judy Butcher
Schooner's Seafood House



Re: Reference letter for Julie Olsson

To whom it may concern –

I have known Julie Olsson as a professional colleague for almost 5 years. Julie is the front of house and banquet manager here at the Conch House Marina Resort. She has worked here in a management role since May of 2013. She has been managing our banquet and special functions department as well as her other duties over the past year, and she has excelled in bringing in new revenue and raising the standards of our extraordinary events.

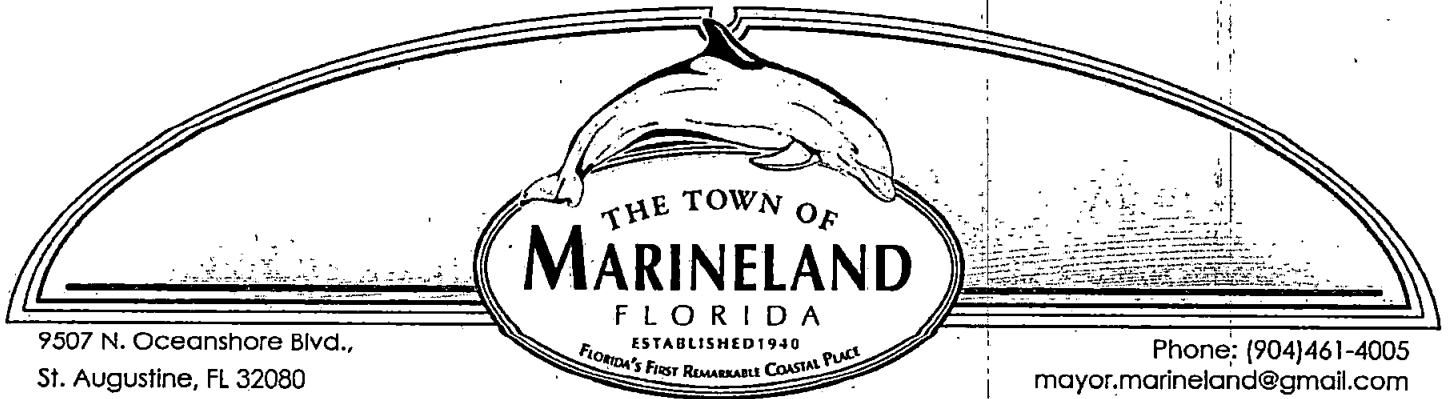
Julie is excellent at executing and completing any task requested. She is very upbeat and has a very positive attitude, and she is always very dependable for to exceed the desired results. Her communication and people skills are excellent. She is constantly thinking of innovative ways to bring in additional revenue or make improvements to our current establishment. We can always count on her to be a strong leader and great mentor for the business.

I have come to know Julie as an extremely professional and committed individual of great ability, dedication, and integrity. Based on my experience, I would consider Julie to be a great asset to any business.

Sincerely,

Chip Cullipher

**Chip Cullipher
General Manager**



16 May 2018

To Whom it May Concern:

Please accept this letter as an expression of my highest regard and unwavering support for **Sloan Doucette** and **Julianna Olsson** in their application for the management position of the St. Augustine Wednesday Pier Farmers Market. I first met Sloan and Julie in 2014 when they came before the Town Commission to present an idea for an outdoor market to be held in Marineland. Despite our initial concern that the Town of Marineland lacked the foot traffic necessary to support such a market, we voted in favor of their project on a trial basis. Now, four years later, I can say that supporting the development of the Salt Air Farmer's market was among the most rewarding decisions I have made since becoming the Mayor of Marineland in 2013.

To say that the Town of Marineland is small would be an understatement. With only a (small) handful of residents, we lack the population density necessary to support much retail business. Unthwarted by our demographics, Sloan and Julie established a vibrant and eclectic outdoor market and have worked tirelessly to ensure its continued success. Since its inception in 2014 the market has grown to include a diverse group of vendors selling products ranging from local seafood to arts and crafts, all under the guidance and supervision of Sloan and Julie. But the hallmark of a prosperous market is more than just its growth; true prosperity lies in the ability of the market to retain quality vendors. Many of our vendors have been coming to Marineland since the opening day of the Salt Air Market, a true testament to the fact that Sloan and Julie have embraced this project not just with knowledge and poise but with deep concern for the success and well-being of their vendors. It is this combination of skills that assures me that Sloan and Julie will be successful in whatever future efforts they pursue and I look forward to hearing about their next great success.

A community of our size has only limited resources; as such, we hold community contributors in high regard. The success of the Farmer's Market has proven to be an undeniable asset to our community but more importantly, through their dedication to our community and their respectful treatment of our staff, Sloan and Julie have become invaluable and honored colleagues. It is truly a privilege to offer my strongest support for Sloan Doucette and Julianna Olson as I am certain they will find success should they be awarded management of the St. Augustine Wednesday Pier Farmers Market. Please do not hesitate to contact me should you need any additional information.

Best Wishes,

Leslie S. Babonis, PhD
Mayor, Town of Marineland

Dear County Commissioners;

It has been my good fortune to know Julie Olsson and Sloan Doucette both professionally and personally for the past 9 years. My husband and I are professional artists who moved into the area 9 years ago and immediately met Julie in our local church, where she was an active volunteer, one who worked very well with others, often spearheading various missions and administrating easily. Our friendship developed quickly and we met Sloan soon after.

I've seen up close the hard work and determined efforts these two women put into launching, developing, promoting and managing the Salt Air Farmers Market in Marineland. Their passion for community and vision for a strong market carried them through a number of years of seeking good locations, building solid relationships between vendors and the community, and managing the various issues that are attached to any new business.

We have worked regularly as vendors in numerous local markets, including the Wednesday Beach Market and the Amphitheater, and have run our own businesses as well for the past thirty years. I am very familiar with the efforts required to manage numerous business relationships and maintain a healthy establishment that serves both ends, the community AND the vendors. I feel that this is an area where Julie and Sloan excel, having benefitted from years of business management in their respective restaurants. Their vendors are extremely loyal to them because they are respected and cared for always. As market directors, they are always reachable and responsive. This is important to note, as it is not always the case.

I honestly feel you couldn't find two people better suited to directing this market so vital to our local community. We travel all over the State of Florida selling at weekend art festivals, going to all the best communities, usually showing in the best parts of them. Many have Saturday markets in the same locations, because they are such a profitable draw and service for the community. We have found that a thriving farmers market is often the mark of a well-rounded interesting township, and having the right people at the helm is essential. I believe Julie and Sloan have the necessary qualities and experience to represent our town very well, to care for our flourishing farmers market, and to look out for all the various business entities involved. I count it an honor to recommend them highly for this vital position. Thank you for your time.

Kevan Breitinger

Owner, Mosaic Funk

To Whom It May Concern,

I have been a seller at farmers markets for 15 years. I started at the Riverside Arts Market in Jacksonville, have traveled the state doing 2-day art shows, and have been a vendor at our local St. Augustine markets (Old City Farmers Market, St. Augustine Beach Pier Market, Salt Air Market). I believe this experience with different types of managers and venues, be it large 250 vendor shows or local markets has given me insight on the symbiotic relationship that must exist between market managers and the vendors who sell their goods.

I met Julie and Sloan when they invited me to their new Salt Air Market at Marineland. I instantly appreciated that they also realized the relationship between vendors and managers should be one of cooperation, honesty and dependability. They have been professional and open with their expectations on where they want their market to go and what they expect of the vendors. In return I know I can approach them if I have a problem, and they will handle it professionally and quickly. They are always accessible via email and phone and I can count on them to communicate in a timely manner. They take full responsibility for handling any problems that might arise and put forth every effort to come to a resolution that benefits all the vendors. The time and effort they have put into the Salt Air Market has made the shopping experience of the visits a fun and relaxing one, whether a person is looking for fresh vegetables and fruit, to buy an original handmade item or just hand out with friends and enjoy local muffins and coffee.

Communication, responsibility, and their genuine desire to have a place where vendors, buyers and managers work together to create the best market experience for everyone is how I know they would be great managers at any market.

Sincerely,

Marion Tevlin

Dear St. Johns County Management:

It's my absolute pleasure to recommend Sloan Doucette and Julie Olsson for Farmer's Market Managers with the St. Johns County Pier Park Market.

Sloan and Julie have worked with me as Market Managers at Salt Air Farmers for years.

I thoroughly enjoy my time working with the, and have come to know Sloan and Julie as truly valuable assets to absolutely any team. They are honest, dependable and incredible hard working. Beyond that, they are impressive event managers who are always creating smiles on the faces of customers and vendors.

Sloan's knowledge of talent development and expertise in logistics are a huge advantage to our entire market. She puts this skillset to work in order to attract and keep local artisans participating in the Salt Air Farmers Market.

Along with Julie's undeniable recruitment/selection management, they both have always been an absolute joy to work with. As a vendor, I appreciate the SaltAirFarmersMarket.com they have dedicated a page to showcase vendors and our works. They are true team players, and always foster positive discussions and bring the best out of market vendors.

Without a doubt, I confidently recommend Sloan and Julie to lead your team at the St. Johns County Pier Park Market. They are dedicated and knowledgeable team players and an all-around great people, who are local to St Johns County. The team approach that Sloan and Julie will impart to organizing the market will be a beneficial addition to your organization.

Please feel free to contact me at (904) 834-6257 should you like to discuss Sloan or Julie's knowledge, skills, qualifications, and experience further. I'd be happy to expand on my recommendation.

Best wishes,

Rena Bartow
Shore Wonderful, LLC

To The City Of St. Augustine,

My name is Rochelle (Shelly) Drouillard, and I am writing to you regarding Sloan Doucette becoming a managing partner with the City of St. Augustine, and the St. Johns Wednesday Pier Market.

I am co-owner of Saltwater Cowboys, Creekside Dinery, and past, Fiddlers Green.

As you are probably aware, Sloan has managed all three restaurants, and basically became the general manager as well. Sloan displayed an outstanding work ethic, her customer service skills are beyond exceptional, and I do believe she would be a perfect fit for this venue.

The hours are countless that Sloan has dedicated herself to civic duties for our community, whether it be Epic, Children's Homeless Society, local schools, including The FSDB, SAFE, St. Johns County Pet Center, and the list continues!

Because of Sloan's integrity, loyalty, and outstanding devotion and passion to give back to the community, the opportunity here would be for her to even give more!

If you have questions, please feel free to call me, my contact number is 336-406-6611.

Thank you,
Rochelle (Shelly) Drouillard

To whom it may concern

My name is Rudin Ferra. I'm owner of Ferra Bakery. I been in business for almost 20 years and big part of my business is farmers markets. I go to almost all the farmers markets around Jacksonville and been dealing with a lot of market managers for a long time. I know how important is to have the right people to run the market and I have to deal with both, good and bad. All I can say is the people that run marineland and ponte vedra (Julie Olsson, Sloan Doucette) are some of the nicest, helpful, and hands on about everything. They are very responsive with text/email or at the market and always fair. I highly recommend them for your position. I promise you would not regret your decision.

Thanks a lot for taking your time to read my recommendations.

Rudin Ferra

Section 7 – Administrative Information

Sloan Margaret Doucette, Market Manager
114 Rivera Street
St. Augustine, FL 32080
P: 904.501.5035
E: doucettesloan@gmail.com

Juliana Manucy Olsson, Market Manager
4560 First Avenue
St. Augustine, FL 32095
P: 904.315.0952
E: julieolsson22@gmail.com

Attached please find:

- Proper and valid licensing for conducting business in the State of Florida
- Proof of Liability Insurance and limits
- Drug Free Work Place Form
- Conflict of Interest Declaration
- RFP Affidavit
- RFP Affidavit of Solvency
- (Addendum #1 is in Section 8)

Authorized Person(s) Detail

Name & Address

Title MGRM

OLSSON, JULIE
140 Whispering Oaks Circle
ST AUGUSTINE, FL 32080

Title MGRM

DOUCETTE, SLOAN
114 Riviera St
ST AUGUSTINE, FL 32080

Annual Reports

Report Year	Filed Date
2016	02/16/2017
2017	02/16/2017
2018	04/07/2018

Document Images

<u>04/07/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/16/2017 -- REINSTATEMENT</u>	View image in PDF format
<u>04/24/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/28/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>10/11/2013 -- REINSTATEMENT</u>	View image in PDF format
<u>03/21/2012 -- Florida Limited Liability</u>	View image in PDF format

2018 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L12000039491

Entity Name: SALT AIR FARMERS MARKET LLC

Current Principal Place of Business:

114 RIVIERA ST
ST AUGUSTINE, FL 32080

Current Mailing Address:

114 RIVIERA ST
ST AUGUSTINE, FL 32080 US

FEI Number: NOT APPLICABLE

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

OLSSON, JULIE
140 WHISPERING OAKS CIRCLE
ST AUGUSTINE, FL 32080 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JULIE OLSSON

04/07/2018

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGRM
Name OLSSON, JULIE
Address 140 WHISPERING OAKS CIRCLE
City-State-Zip: ST AUGUSTINE FL 32080

Title MGRM
Name DOUCETTE, SLOAN
Address 114 RIVIERA ST
City-State-Zip: ST AUGUSTINE FL 32080

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JULIE OLSSON

MANAGER

04/07/2018

Electronic Signature of Signing Authorized Person(s) Detail

Date

12-0185-00
HERBIE WILES INSURANCE
400 N PONCE DE LEON BLVD
ST AUGUSTINE FL 32084-3587

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

P.O. BOX 30660 • LANSING, MICHIGAN 48909-8160

Southern-Owners Insurance Company

03-14-2018

SALT AIR FARMERS MARKET LLC
DBA: OAK BRIDGE FARMERS MARKET
101 TOLSTOY LN
SAINT AUGUSTINE FL 32080-8633

Remember, you can view your policy, pay your bill or change your paperless options any time online, at www.auto-owners.com. If you have not already enrolled your policy, you may do so using policy number **132322-78451776-18 and Personal ID Code (PID) **47C 2A4 V3A**.**

Your agency's phone number is 904-829-2201.

RE: Policy 132322-78451776-18

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a variety of programs, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. The Auto-Owners Insurance Group is comprised of five property and casualty companies and a life insurance company. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need.

~ *Serving Our Policyholders and Agents Since 1916* ~

Southern-Owners Ins. Co.

Issued 03-14-2018

AGENCY HERBIE WILES INSURANCE
12-0185-00 MKT TERR 123

Company POLICY NUMBER 132322-78451776-18
Bill 78-23-FL-1303

INSURED SALT AIR FARMERS MARKET LLC

Term 03-21-2018 to 03-21-2019

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury Each Occurrence	\$1,000,000 \$1,000,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	\$300,000 Any One Premises
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55300.

AUDIT TYPE: Annual Audit

Forms that apply to this coverage:

59350 (01-15)	55146 (06-04)	55091 (10-08)	55296 (09-09)	55300 (07-05)
CG0220 (03-12)	IL0017 (11-85)	55513 (11-11)	IL0021 (07-02)	55592 (02-14)
55637 (09-14)	55719 (11-15)	55718 (11-15)	55168 (12-04)	

Issued 03-14-2018

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY HERBIE WILES INSURANCE
12-0185-00 MKT TERR 123 904-829-2201

Reissue Effective 03-21-2018

POLICY NUMBER 132322-78451776-18

INSURED SALT AIR FARMERS MARKET LLC
DBA: OAK BRIDGE FARMERS MARKET

Company Use 78-23-FL-1303

ADDRESS 101 TOLSTOY LN
SAINT AUGUSTINE FL 32080-8633

Company
Bill

Policy Term	
12:01 a.m. 03-21-2018	12:01 a.m. 03-21-2019

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Farmers Market

Entity: Limited Liab Corp

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE	\$112.00
MINIMUM PREMIUM ADJUSTMENT (GL)	\$324.00
TOTAL	\$436.00

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

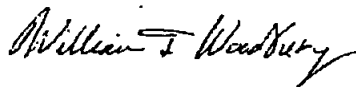
Premium shown above for commercial general liability coverage is an advanced premium deposit and may be subject to audit.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):
55156 (07-12)

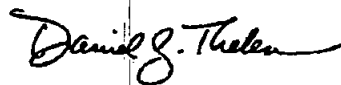
A merit rating plan factor of 0.95 applies.

Countersigned By: HERBIE WILES INSURANCE

In witness whereof, we, the Southern-Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.



Secretary



President

55156 (7-12)

**REQUEST FOR PROPOSALS (RFP) NO: 18-51
MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET**

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

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

Salt Air Farmers Market 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.

Julian Orr
Signature

5-16-2018
Date

Sloan Doucette
5-16-2018

**REQUEST FOR PROPOSALS (RFP) NO: 18-51
MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET**

**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.

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:

Salt Air Farmers Market LLC

Authorized Representative(s):

Juliana M. Olsson
Signature

Juliana M. Olsson
Print Name/Title manager

Sloan Doucette
Signature

Sloan Doucette
Print Name/Title manager

**REQUEST FOR PROPOSALS (RFP) NO: 18-51
MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET**

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 Florida COUNTY OF St. Johns. Before me, the undersigned authority, personally appeared Juliana Olson | Sloan Dancette who, being duly sworn, deposes and says he is (Title) of OWNERS of Salt Av Farmers (Firm) the respondent submitting the attached proposal for the services market covered by the RFP documents for RFP No: 18-51, MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET.

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.

Juliana Olson | Sloan Dancette
(Proposer)

By Mary Law
Notary Public
(Title)

STATE OF Florida
COUNTY OF St. Johns

Subscribed and sworn to before me this 16th day of May, 2018, by Juliana Olson | Sloan Dancette who personally appeared before me at the time of notarization, and who is personally known to me or who has produced FL Drivers License as identification.

Mary Law
Notary Public

My commission expires:
12/17/2018



Mary Law
Notary Public
State of Florida
My Commission Expires 12/17/2018
Commission No. FF 184361

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

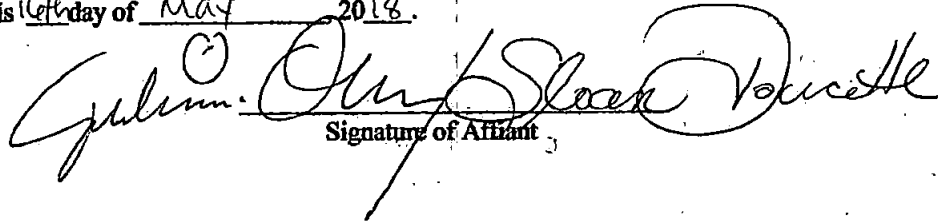
**REQUEST FOR PROPOSALS (RFP) NO: 18-51
MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET**

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 16th day of May, 2018.


Signature of Affiant

STATE OF Florida
COUNTY OF St. Johns

Subscribed and sworn to before me this 16th day of May, 2018, by Juliana Olson / Sloan Dauceffe who personally appeared before me at the time of notarization, and who is personally known to me or who has produced FL Drivers License as identification.

Mary Law
Notary Public

My commission expires:
12/17/2018

 **Mary Law**
Notary Public
State of Florida
My Commission Expires 12/17/2018
Commission No. FF 184381



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

May 10, 2018

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFP No: 18-51, Management of St. Johns County Pier Park Market

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

Questions & Answers:

1. When does the current Pier Park Market agreement expire?
Answer: The current agreement for the Pier Park Market is in effect through September 30, 2018.
2. Please clarify the 5.8% sales tax identified in the Market/Vendor Fees section on page 7 of the RFP. Is this tax different from and in addition to the sales tax payable to the Florida Department of Revenue? If yes, what is the taxing authority? Is the tax due on the \$250 use fee or on the total vendor rent amount collected?
Answer: The 5.8% is for the State Sales Tax Rate for Rental, Lease, Or License to Use real Property. It has come to our attention we did not include the half-cent sales surtax for the SJC School Board. The Contractor will be responsible for a total tax of 6.3% to be paid on the total amount of the payment from the Contractor to the County. Fees should be totaled, and then the 6.3% applied to that amount, and remitted to the County each month.
3. Please identify what the "new event fees" are that are listed at the top of Page 8. What is the fee amount?
Answer: The "new event fees" have not been established yet. New event fees may be applicable if there are any changes to the event site or the County fee schedule. The County reserves the right to establish and revise any fees as needed. Contractor will have the opportunity to review any new fees prior to implementation. If the County and Contractor cannot come to an agreement for the new fees, the agreement may be terminated by the County.
4. In the Security section on page 8, please clarify whether two law enforcement personnel will be required from 7:00 a.m. to 1:00 p.m. (set up through break down). The costs for this level of security (6 hours x 2 persons per week) will consume a significant percentage of the weekly gross revenue from vendor fees, and will adversely reduce the percentage of Rental/Use Fees that can be allocated to the County?
Answer: Two (2) law enforcement personnel will be required to be present for each market event. The law enforcement personnel will be required to be present at a minimum between the hours of 8:00 A.M. to 12:00 P.M. during the Wednesday market. The County will have the option to revise security requirements due to traffic and public safety concerns as needed.
5. If the County elects to relocate the market for an extended period (more than a few weeks per year) as indicated near the bottom of page 9 of the RFP, will the Contractor have the option to terminate the Contract without penalty?

Answer: If the County and Contractor cannot come to an agreement for the new location of the market, the agreement will be terminated by the County.

6. Will the \$250 weekly fee be required to be paid to the County in the event the market is cancelled due to inclement weather or due to a pre- or post-hurricane event?

Answer: The \$250 fee will not be required if the market does not run due to inclement weather or unforeseen circumstances. In the event the contractor fails to perform assigned duties due to negligence, Contractor would be responsible for the \$250 fee.

7. Please clarify the timeframe for implementation of the SNAP program. Can the timing be linked to the availability of grants or other funds to get the program set up at the market?

Answer: The County requested a SNAP plan be included as part of the proposal. This should include a detailed implementation plan outlining how the Contractor is going to achieve the goal of making the Pier Park Market SNAP friendly. Implementation timeline can be included as part of the SNAP plan along with any additional information about the proposed implementation strategy.

8. Please clarify why Professional Liability or Errors and Omissions insurance is required. This type of insurance is typically required for contracts that involved engagement of state-licensed professionals such as Professional Engineers.

Answer: The Insurance Requirements are part of the County's standard language. Professional Liability is required if applicable. Contractor will only need to provide insurance requirements applicable to their field of work.

Clarifications:

1. Payments made to County will include a statement summarizing the collected fees for the prior month. Statement will include a detailed summary of gross income, expenses, revenue, and the amount that is due to County for payment. All statements submitted to County must include corresponding documentation for expenses and fees collected.

Revisions:

1. **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 Pier Park Market, 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.

RFP SUBMITTAL DEADLINE REMAINS: THURSDAY, MAY 17, 2018 AT 4:00 PM

Acknowledgment

Sincerely,



Signature

Bryan Matus
Buyer

Sloan Doucette
Printed Name/Title

Salt Air Farmers Market, LLC
Company Name (Print)

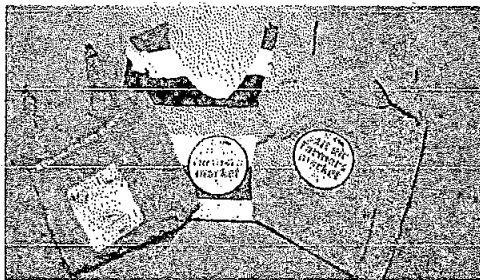
Date of Signature

END OF ADDENDUM #1

Section 8 – TRADE SECRETS for Consideration

Salt Air Farmers Market, LLC proposes the following trade secrets for the County's consideration in an effort to enhance attendance of the St. Johns County Pier Park Market:

1. Monthly focus on specialized **"Market Meals"**
 - a. Preset menu highlighting ingredients available at multiple vendors at the market.
 - b. Menu will be advertised, available on the website, and in print free of charge available to the patrons
2. Free repurposed shopping bags for customers
 - a. Included please find examples of shopping bags made from repurposed t-shirts
 - i. Enhance the St. Johns County Pier Park Market recognition
 - ii. Encourage repeat attendance
 - iii. Promote a green environment with reusable bags



Repurposed t-shirt shopping bags. SAFM decal will be replaced with a new decal promoting the St. Johns County Pier Park Market

3. Rotating **health-related services** into the weekly offerings, changing to match national health focus (such as blood pressure screening every February for the American Heart Association's American Heart Month).
 - a. Services would be performed by appropriate, certified local health care companies
4. **Seasonal focus** in advertising and marketing to reflect produce offerings (Market Meals will reflect these ingredients)
 - a. Spring – blueberries, squash, spinach, strawberries, fresh-cut flowers, etc.
 - b. Summer – watermelon, avocados, mango, mushrooms, etc.
 - c. Fall – pumpkins, grapefruit, tomatoes, sweet corn, bell peppers, etc.
 - d. Winter – strawberries, eggplant, lettuce, guava, etc.
5. **Holiday highlights** in advertising and marketing to reflect produce offerings specific to national holidays (Market Meals will reflect these ingredients)
 - a. Examples:
 - i. Valentine's Day – fresh cut flowers, strawberries, gifts
 - ii. Mothers' Day – fresh cut flowers, gifts
 - b. Every national holiday would have customized offerings highlighted in advertising, marketing and onsite
6. **Educational Field Trips**

- a. Guided tours with the market managers will be available to groups who wish to tour the market, visit with vendors in their booths and learn about having a home based business
- b. To help children be aware of local, healthy choices with local produce and food selections
- c. To teach children Entrepreneurship
- d. A fun learning experience

7. Non-Profit Organizations

- a. a vendor space at the market will be set aside each week for use by non-profit organizations at no charge

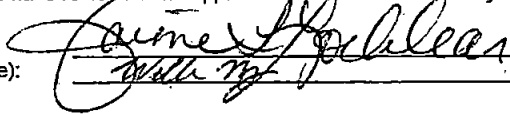
ST. JOHNS COUNTY, FLORIDA

Date: May 31, 2018
RFP No: 18-51; Management of St. Johns County Pier Park Market

FIRM	RATER	RATER	RATER	RATER	RATER	TOTAL	COMMENTS
	Jamie Baccari	Chris Culpepper	Nicole Jebbia	Stacia Lando	Teddy Meyer		
SALT AIR FARMERS MARKET, LLC	80.7	81.7	81.7	91.7	88.7	424.5	
HANDMADE ST. AUGUSTINE LLC	84.5	82.5	82.5	85.5	77.5	412.5	
MEDIA SYSTEMS PRODUCTIONS, LLC	81.8	64.8	67.8	89.8	83.8	388.0	
ST. AUGUSTINE BEACH CIVIC ASSOCIATION INC	69.0	79.0	69.0	70.0	68.0	355.0	

APPROVED: By signing below, both parties have reviewed and approve this evaluation summary of the responses submitted for this RFP.

Purchasing Manager:
Director, Parks and Recreation (or designee):



Date:

6/15/18

Date:

6/15/18

NOTE:

THE RANKING SHOWN ABOVE SHALL 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 EVALUATION SUMMARY SHEET.

ANY RESPONDENT ADVERSELY AFFECTED BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY SOLICITATION, SHALL FILE WITH THE ST. JOHNS COUNTY PURCHASING DEPARTMENT 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 NOTICE OF INTENT TO AWARD, PROTEST PROCEDURES MAY BE OBTAINED FROM THE PURCHASING DEPARTMENT.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

May 10, 2018

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFP No: 18-51, Management of St. Johns County Pier Park Market

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

Questions & Answers:

1. When does the current Pier Park Market agreement expire?
Answer: The current agreement for the Pier Park Market is in effect through September 30, 2018.
2. Please clarify the 5.8% sales tax identified in the Market/Vendor Fees section on page 7 of the RFP. Is this tax different from and in addition to the sales tax payable to the Florida Department of Revenue? If yes, what is the taxing authority? Is the tax due on the \$250 use fee or on the total vendor rent amount collected?
Answer: The 5.8% is for the State Sales Tax Rate for Rental, Lease, Or License to Use real Property. It has come to our attention we did not include the half-cent sales surtax for the SJC School Board. The Contractor will be responsible for a total tax of 6.3% to be paid on the total amount of the payment from the Contractor to the County. Fees should be totaled, and then the 6.3% applied to that amount, and remitted to the County each month.
3. Please identify what the "new event fees" are that are listed at the top of Page 8. What is the fee amount?
Answer: The "new event fees" have not been established yet. New event fees may be applicable if there are any changes to the event site or the County fee schedule. The County reserves the right to establish and revise any fees as needed. Contractor will have the opportunity to review any new fees prior to implementation. If the County and Contractor cannot come to an agreement for the new fees, the agreement may be terminated by the County.
4. In the Security section on page 8, please clarify whether two law enforcement personnel will be required from 7:00 a.m. to 1:00 p.m. (set up through break down). The costs for this level of security (6 hours x 2 persons per week) will consume a significant percentage of the weekly gross revenue from vendor fees, and will adversely reduce the percentage of Rental/Use Fees that can be allocated to the County?
Answer: Two (2) law enforcement personnel will be required to be present for each market event. The law enforcement personnel will be required to be present at a minimum between the hours of 8:00 A.M. to 12:00 P.M. during the Wednesday market. The County will have the option to revise security requirements due to traffic and public safety concerns as needed.
5. If the County elects to relocate the market for an extended period (more than a few weeks per year) as indicated near the bottom of page 9 of the RFP, will the Contractor have the option to terminate the Contract without penalty?

Answer: If the County and Contractor cannot come to an agreement for the new location of the market, the agreement will be terminated by the County.

6. Will the \$250 weekly fee be required to be paid to the County in the event the market is cancelled due to inclement weather or due to a pre- or post-hurricane event?

Answer: The \$250 fee will not be required if the market does not run due to inclement weather or unforeseen circumstances. In the event the contractor fails to perform assigned duties due to negligence, Contractor would be responsible for the \$250 fee.

7. Please clarify the timeframe for implementation of the SNAP program. Can the timing be linked to the availability of grants or other funds to get the program set up at the market?

Answer: The County requested a SNAP plan be included as part of the proposal. This should include a detailed implementation plan outlining how the Contractor is going to achieve the goal of making the Pier Park Market SNAP friendly. Implementation timeline can be included as part of the SNAP plan along with any additional information about the proposed implementation strategy.

8. Please clarify why Professional Liability or Errors and Omissions insurance is required. This type of insurance is typically required for contracts that involved engagement of state-licensed professionals such as Professional Engineers.

Answer: The Insurance Requirements are part of the County's standard language. Professional Liability is required if applicable. Contractor will only need to provide insurance requirements applicable to their field of work.

Clarifications:

1. Payments made to County will include a statement summarizing the collected fees for the prior month. Statement will include a detailed summary of gross income, expenses, revenue, and the amount that is due to County for payment. All statements submitted to County must include corresponding documentation for expenses and fees collected.

Revisions:

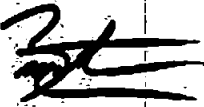
1. **Governing Laws & Regulations:** It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed at the SJC Pier Park Market, under the awarded Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

RFP SUBMITTAL DEADLINE REMAINS: THURSDAY, MAY 17, 2018 AT 4:00 PM

Acknowledgment

Sincerely,

Signature

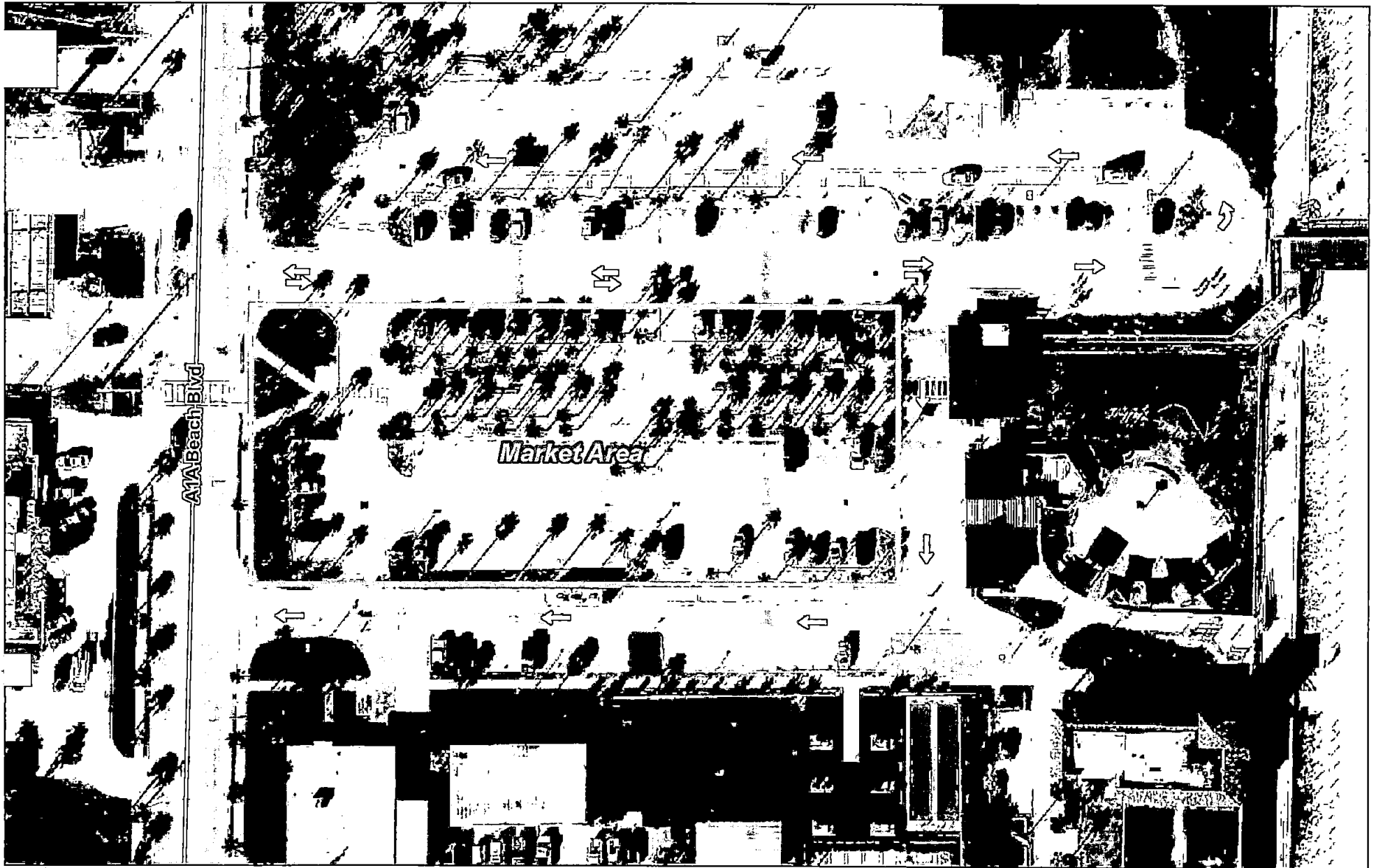

Bryan Matus
Buyer

Printed Name/Title

Company Name (Print)

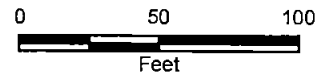
Date of Signature

END OF ADDENDUM #1



DISCLAIMER: Project: j17532

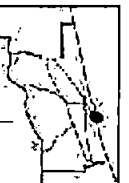
This map is for reference only. Data provided are derived from multiple sources with varying levels of accuracy. St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.

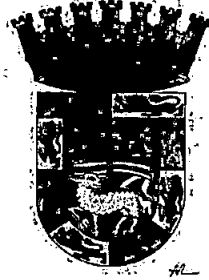


Photography Date: 2/2016

Date Prepared: 4/9/2018

Farmers Market





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

RFP NO: 18-51

MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150
www.sjcfl.us/Purchasing/index.aspx**

Final: 4/13/18

**REQUEST FOR PROPOSALS (RFP) NO: 18-51
MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET**

TABLE OF CONTENTS

- I. ADVERTISEMENT**
- II. INTRODUCTION**
- III. SERVICE REQUIREMENTS**
- IV. CONTRACT REQUIREMENTS**
- V. REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS AND EVALUATION**
- VI. ATTACHMENTS / FORMS**
- VII. OPTIONAL CHECKLIST**
- VIII. SEALED RFP MAILING LABEL**
- IX. EXHIBIT A- MARKET AREA (SEPARATE DOCUMENT)**

RFP 18-51 - MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 18-51, Management of St. Johns County Pier Park Market.** 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 17, 2018.** 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 market at the St. Johns County Ocean Pier Park, located at 350 A1A Beach Blvd, St. Augustine, FL 32080. The market will be held each Wednesday, 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.

RFP Documents are available for download from www.demandstar.com, or by calling 800-711-1712 and requesting Document **#18-51.** Vendors registered with Onvia Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Documents are also available from the SJC Purchasing Department. When making a request, vendors must provide their full company name, full company address, company phone number, primary contact and email address.

A **Non-Mandatory Pre-Proposal Meeting** will be held on **Thursday, April 26, 2018 at 2:00PM** in the Aviles Conference Room, in the St. Johns County Administration Building, located at 500 San Sebastian View, St. Augustine, FL 32084. Attendance at this meeting is not required to be considered for award, but is recommended.

Any and all questions or requests for information relating to this RFP shall be submitted **in writing** by or before (4:00PM) on **Thursday, May 3, 2018** to the designated Point of Contact shown below:

Contact Information: Bryan Matus, Buyer
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: bmatus@sjcfl.us
Phone: (904) 209-0168
Fax: (904) 209-0169

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 18-51 MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET.** 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) exact electronic PDF copy on a USB Drive 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: 18-51 - MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET

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 a market at the St. Johns County Ocean Pier Park. The venue has space for vendors to offer local unique, high-quality merchandise, such as, but not limited to: fresh produce, handmade arts and crafts, baked goods, flowers, unique gifts and a wide variety of multi-cultural food, and crafts. The market shall operate each Wednesday, from 8:00am to 12:00pm.

B. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events provided below for this Request for Proposals (RFP), and subsequent award of contract(s). This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Advertisement of Request for Proposals	April 14, 2017
Pre-Submittal Meeting	April 26, 2018
Issuance of Final Addendum	May 10, 2018
Pre-Proposal Package Submission Deadline	May 17, 2018
Evaluation of Submitted RFP Packages	May 31, 2018
Presentation of Award Recommendation to SJC BOCC	July 3, 2018
Issuance of Notices of Award & Contracts	July 6, 2018

C. DUE DATE & LOCATION

Packages submitted in response to this RFP must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) EST on May 17, 2018. **Proposal Packages received after the 4:00 P.M. deadline will not be considered and will be returned to the sender.**

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

D. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFP shall be directed, *in writing*, to the following Designated Point of Contact: Mr. Bryan Matus, Buyer, at bmatus@sjcfl.us.

In the event the Designate Point of Contact, provided above, is absent or unavailable for more than three (3) business days, interested firms may contact Jaime T. Locklear, MPA, CPPB, FCCM, Purchasing Manager, at jlocklear@sjcfl.us.

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". All inquiries will be routed to the appropriate staff member for response. Any such communication shall result in disqualification from consideration for award of a contract for these services.

E. NON-MANDATORY PRE-SUBMITTAL MEETING

There will be a Non-Mandatory Pre-Submittal meeting on Thursday, April 26, 2018 at 2:00 p.m. in the Aviles Conference Room at the St. Johns County Administration Building, located at 500 San Sebastian View, St. Augustine, FL 32084. All firms interested in submitting a Proposal Package are invited to attend this meeting. Attendance at this meeting is not required, but encouraged to ensure a full understanding of the requirements provided in this RFP document.

F. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFP, shall be directed, *in writing*, to the Designated Point of

Contact as provided above, by or before four o'clock (4:00PM) EST on **Thursday, May 3, 2018**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for RFP submission in order to clarify or answer questions as necessary to serve the best interest of the County.

Interested 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 solicitation, 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, contractor, or consultant from responding to the subject invitation to negotiate or request for qualifications.

G. 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. 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.

H. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

I. PUBLIC RECORDS

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this RFP shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal Law. 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.

J. SOLICITATION POSTPONEMENT / CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

K. RIGHT TO REJECT / ACCEPT

The County reserves the right to accept or reject any or all submitted packages, waive minor formalities, and to award to the Respondent(s) that best serve the interests of St. Johns County.

PART III: SERVICE REQUIREMENTS

Scope of Services:

The Contractor shall be responsible for providing for the operation and management of a market at the St. Johns County Ocean Pier Park, offering local unique, high-quality merchandise, such as, but not limited to: fresh produce, handmade arts and crafts, baked goods, flowers, unique gifts and a wide variety of multi-cultural food, and crafts. The market shall operate each Wednesday, from 8:00am to 12:00pm.

Local Focus:

The market shall have a local focus, offering fresh local produce, dairy, meats, local/artisan prepared foods such as baked and pickled goods, fresh squeezed juices, locally sourced artisan seasonings, teas, 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 market.

Market Composition:

The Contractor shall be responsible for ensuring a balanced product offering and desired ambiance with an appropriate mix of vendors. County reserves the right to change market composition requirement to best serve needs of County and Market Patrons.

Market Layout:

The Contractor shall coordinate the layout of the 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. Contractor must ensure ADA compliant access to all portions of the market intended for public access. The Contractor shall be responsible for securing additional parking locations for market attendees as necessary at no additional cost to the County. All parking areas located outside the designate market area shall remain open to the public and shall not be blocked or reserved by the contractor or market vendors.

Set-Up/Take-Down/Clean-Up

The Contractor shall be responsible for maintaining the area reserved for the market prior to and following the operations of the market each Wednesday. 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 market. It shall be the responsibility of the Contractor to ensure that the 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 St. Johns County Ocean Pier Park property is occupied by one or more market vendors.

Activity Restrictions:

The County strictly prohibits certain activities at the 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 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 market.

1. 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. 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 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 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 market. The Contractor shall be required to have a representative onsite at all times during the 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 park.

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 market, and to improve overall sale of vendor spots and visitation of the 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.

Market/Vendor Fees:

The Contractor shall pay to the County, two hundred fifty dollars (\$250.00) + five point eight percent (5.8%) sales tax per each Market as payment for the County's authorization to use the designated area at the St. Johns County Ocean Pier Park facility for the market. All 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.

In addition to the above, the Contractor shall collect all inclusive Vendor fees and shall not exceed forty dollars (\$40.00) per vendor spot. The Contractor shall pay to the County, a percentage of the revenue generated from the Contractor-collected Vendor Fees as Rental/Use Fees. Vendor spot sizes shall be determined by Contractor to best accommodate Vendors and Market Patrons. Vendors are not to exceed the footprint of the designated Market Area (Exhibit A). County reserves the

right to change the designated Market Area to best serve needs of County and Market Patrons. Contractor shall be responsible for any other fees associated with the use of the site including new event fees.

Reporting:

The Contractor shall submit, with each payment, a monthly report detailing the number of participating vendors and estimated visitor attendance for each market conducted during the prior month. The report shall also include a list of 'active' vendors who have participated in at least one (1) 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 market with an explanation for the disapproval.

Maintenance:

The Contractor shall inspect the area of the SJC Ocean Pier Park used for the 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 market use of the area.

The Contractor shall be responsible for restoring the area(s) used for the 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 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 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 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 the market and vendors utilized at the end of each market event. Contractor will be responsible for the disposal of all trash. No dumpsters will be permitted onsite. The Contractor shall ensure that all trash and debris generated by the market, vendors, and visitors of the market is removed from the area after each 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 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 Park or hinder the operation of other County activities outside the market area, which may be occurring during the operating hours of the market.

Storage of Materials & Equipment:

Storage for materials and equipment is not available at the SJC Ocean Pier Park. 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 market events.

Security:

For each market event, the Contractor shall provide a minimum of two (2) law enforcement personnel 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 law enforcement 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 market event. Contractor shall be required to ensure that all employees comply with the criteria for the background screenings, which shall be provided in the Contract Agreement. Contractor shall be responsible for any fees incurred from employee background screenings. The cost of any required background checks may be assessed to the submitting vendors separate from the vendor fees as provided above. No vendor representatives who have not successfully completed a background check shall be permitted to work at any market event.

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 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 market if there are not sufficient local vendors interested and available for any given market event. Vendors shall be scheduled and managed in a manner that maintains the overall market composition as provided herein. Contractor is responsible for the coordination of all cancellations due to inclement weather or unforeseen circumstances. The Contractor shall be responsible for any cancellation cost incurred and shall coordinate any refunds as needed.

The Contractor shall review Supplemental Nutrition Assistance Program (SNAP) eligibility of all vendors. All SNAP eligible vendors will be required to accept SNAP benefits as a form of payment.

Conflicts & Complaints:

The Contractor shall address any and all conflicts or complaints from 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 market. The Contractor is required to maintain a website for the 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 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 market. County ordinance is subject to change.

Additional Markets:

The County reserves the right to expand the market at the SJC Ocean Pier Park to include additional markets, if there is a community demand and/or need, as determined by the County. In the event the County determines that an additional market is in the best interest of the County, the County and the Contractor shall coordinate services required for any additional market. Any changes in scope will be negotiated between County and Contractor with the County approving any final changes.

Relocating Markets:

In the event the County determines that relocating the market is in the best interest of the County or the public, the County and the Contractor shall coordinate the relocation of the market. The County shall provide no less than thirty (30) days' prior written notice of any relocation of the market. Any changes in scope will be negotiated between County and Contractor with the County approving any final changes.

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 one (1) 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 four (4) 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 Award:

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

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 therefrom, 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.

I. Priority of Use

The County shall retain priority of use of the area designated for the 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 market, without notice. In such circumstances, the county will attempt to find an alternate site/location for the market for the affected dates.

J. 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 market, at the expense of the

Contractor;

- Authorize unannounced inspection of the area used for the 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 market operating hours, utilizing County facilities;
- Cancel the market without notice.

PART V: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS AND EVALUATION

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-imbusement 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. 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.

C. Trade Secrets:

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.

D. Conflict of Interest

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

E. 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 Proposals 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.

F. 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.

G. RFP Package Submittal Instructions:

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.

RFP Packages shall be submitted in a sealed envelope or container, and labeled, on the exterior of the package, with the Respondent's full legal company name and mailing address, as well as "RFP No: 18-51, Management of St. Johns County Pier Park Market". RFP Packages shall be mailed or hand-delivered to:

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

RFP Packages must be submitted, in the format provided herein, by or before four o'clock (4:00PM) EST on **Thursday, May 17, 2018.**

St. Johns County Purchasing will not accept any RFP Packages that are not submitted in the manner described above. Any unsealed, unlabeled, or otherwise incomplete packages may be rejected. Respondents are not permitted to deliver packages to any County Department or County Employee other than the Purchasing Department, as provided herein. Any packages delivered to any County Staff other than the Purchasing Department shall be disqualified.

Any packages received after the deadline as provided above, shall not be provided to the Evaluation Committee for review, and shall be returned to the sender, unopened.

H. 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	20
B. Pricing	20
C. Business Plan / Approach to Services	30
D. Staff Qualifications & Resources	20
E. Quality of Submittal	10
Total Points Possible for Each Evaluator:	100

I. 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) exact electronic PDF copy on a USB Drive. 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. The goal of the provided format is to simplify the proposal preparation and evaluation process, and to ensure that all proposals receive the same orderly review.

All RFP Packages must include the following components:

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

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

Section 1: RFP 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: ten (10) points for Vendor Fees, and ten (10) points for Rental/Use Fees, for a total of twenty (20) points possible.

The lowest proposed Vendor Fees to be charged to 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	10	=	10
B	\$35.00	85.7%*	x	10	=	8.6
C	\$40.00	75.0%**	x	10	=	7.5

* 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	10	=	10
B	35%	87.5%	x	10	=	8.8
C	30%	75.0%	x	10	=	7.5

* 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; SNAP plan, outlining how market patrons will be able to use their SNAP benefits with eligible vendors; 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: 18-51 - MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET

PART VI: ATTACHMENTS/FORMS

REQUEST FOR PROPOSALS (RFP) NO: 18-51.

MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET

COVER PAGE

**SUBMIT ONE (1) ORIGINAL AND
ONE (1) EXACT ELECTRONIC PDF COPY ON A USB DRIVE IN A SEALED
ENVELOPE OR CONTAINER TO:**

**PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084
ATTN: Bryan Matus, Buyer**

COMPANY NAME: _____

CONTACT NAME & TITLE: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

**EQUEST FOR PROPOSALS (RFP) NO: 18-51
MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET**

**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: 18-51
MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET**

**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.

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: 18-51
MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET**

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: 18-51, MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET.

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: 18-51
MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET**

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 VII: OPTIONAL CHECKLIST

**REQUEST FOR PROPOSALS (RFP) NO: 18-51
MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET**


SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	RFP Package Cover Page		
Section 2	Cover Letter		
Section 3	Company Background & Experience		
Section 4	Pricing		
Section 5	Business Plan / Approach to Services		
Section 6	Staff Qualifications & Resources		
Section 7	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 VIII: SEALED BID MAILING LABEL

**REQUEST FOR PROPOSALS (RFP) NO: 18-51
MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET**

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

RFP Package • DO NOT OPEN	
SEALED BID NO.:	RFP 18-51
BID TITLE:	MANAGEMENT OF ST. JOHNS COUNTY PIER PARK MARKET
DUE DATE/TIME:	By 4:00PM – May 17, 2018
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	SJC Purchasing Department ATTN: Bryan Matus, Buyer 500 San Sebastian View St. Augustine FL 32084



END OF RFP DOCUMENT