



**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201  
(703) 228-3410**

**REQUEST FOR PROPOSALS NO. 22-DPR-RFP-383**

**ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 2:30 P.M. ON THE 2<sup>ND</sup> DAY OF MARCH, 2022 FOR:**

**FARMERS MARKET MANAGEMENT SERVICES**

**VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS REQUEST FOR PROPOSALS. NO RESPONSES WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.**

Proposals will not be publicly opened.

NOTICE: ANY OFFEROR ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST OR LIMITED PARTNERSHIP, OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP, MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA PRIOR TO SUBMITTING A PROPOSAL (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

Arlington County reserves the right to reject any and all proposals, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia  
Office of the Purchasing Agent

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TABLE OF CONTENTS

I.	INTRODUCTION TO EVALUATION PROCESS.....	3
II.	INFORMATION FOR OFFERORS.....	4
III.	INTRODUCTION TO REQUEST FOR PROPOSAL NO. 22-DPR-RFP-383.....	8
IV.	SCOPE OF SERVICES .....	9
V.	PROPOSAL REQUIREMENTS.....	12
VI.	CONTRACT TERMS AND CONDITIONS .....	17
	EXHIBIT G CONTRACTOR COVID-19 VACCINATION CERTIFICATION .....	32
	EXHIBIT H CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION .....	33
VII.	ATTACHMENTS AND FORMS.....	34
	PROPOSAL FORM .....	35
	ATTACHMENT A: FINANCIAL PROPOSAL FORM	
	ATTACHMENT B: FARMERS MARKET MAP	
	ATTACHMENT C: FARMERS MARKET 2021 RULES, PROCEDURES, AND PRODUCT GUIDELINES	

## **I. INTRODUCTION TO EVALUATION PROCESS**

Arlington County, Virginia, is soliciting proposals from Offerors having experience and abilities in the areas identified in this solicitation. Each proposal must contain evidence of the Offeror's qualifications in the specified areas and in other disciplines directly related to the proposed work. Offerors might also be required to submit profiles and resumes of the staff to be assigned to the project, references, examples of similar work performed and other information that will clearly demonstrate the Offeror's relevant expertise, as specified in the solicitation.

A County Selection Advisory Committee ("SAC") will review and evaluate all written proposals based on the criteria identified in this solicitation. Subsequent evaluations, such as to select firms for negotiation, may include, but are not limited to, review of more detailed proposals and/or oral presentations. Any such subsequent evaluations will be based on the same criteria.

The County reserves the right to accept or reject and to waive any informalities or irregularities in the proposals and to contract as the best interests of the County require in order to obtain the services described in this RFP. Selection of an Offeror's proposal does not mean that all aspects of the proposal are acceptable to the County. The County reserves the right to negotiate terms and conditions with the selected Offeror before executing a contract.

### **MANDATORY REQUIREMENTS**

Offerors must confirm in their proposals that they comply with the following mandatory qualification requirements:

1. The Offeror must have five (5) years of experience in farmers market management.
2. The Offeror must have experience providing farmers market management services based on a self-funding fee structure.

## II. INFORMATION FOR OFFERORS

### **1. SOLICITATION SCHEDULE**

#### **RFP No. 22-DPR-RFP-383 – TENTATIVE SCHEDULE**

RFP ISSUANCE	JANUARY 31, 2022
QUESTION DEADLINE	FEBRUARY 14, 2022 at 5:00 p.m.
ADDENDUM ISSUANCE (if applicable)	FEBRUARY 21, 2022
<b>PROPOSALS DUE</b>	<b>MARCH 2, 2022 at 2:30 p.m.</b>
CONTRACT AWARD	TBD

### **2. QUESTIONS AND ADDENDA**

OFFERORS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS REQUEST FOR PROPOSALS.

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the **RFP No. 22-DPR-RFP-383**. Prior to the award of a contract resulting from this solicitation, Offerors are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

**QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY FEBRUARY 14, 2022, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANDY QUESTIONS AFTER THIS DATE AND TIME.**

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Offerors are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation, unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

### **3. OFFERORS' RESPONSIBILITY TO INVESTIGATE**

Before submitting a proposal, each Offeror must make all investigations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the Offeror will rely. No pleas of ignorance of such conditions and requirements will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract or will be accepted as a basis for any claim for any monetary consideration on the part of the successful Offeror.

### **4. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION**

Reasonable grounds for believing that an Offeror is interested in more than one proposal for a solicitation, including both as an Offeror and as a subcontractor for another Offeror, or that collusion exists between two or more Offerors, will result in rejection of all affected proposals. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on two or more different Offerors' proposals. Offerors rejected under the above provision will also be disqualified if they respond to a re-solicitation for the same work.

**5. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES**

This solicitation is a competitive negotiation for goods and services, as defined in the Arlington County Purchasing Resolution. The content of the proposals and the identity of the offerors are not public record until a Notice of Decision to Award has been issued. The opening of proposals is therefore not public.

**6. NOTICE OF DECISION TO AWARD**

When the County has made a decision to award a contract(s), the County will post an Award Notice or Intent to Award to [Vendor Registry](#).

**7. TRADE SECRETS OR PROPRIETARY INFORMATION**

Trade secrets or proprietary information that an Offeror submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the Offeror must invoke VFOIA protection clearly and in writing on the Proposal Form for County review. The Proposal Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

**8. FINANCIAL STATEMENT**

If requested by the County, an Offeror must submit its most recent independent certified public accountant's audit of its finances, including the management letter and other ancillary audit components. If the audited financial statement is not available, the Offeror must submit a written statement explaining the statement's absence and provide other documents (e.g., tax returns) that enable the County to assess the Offeror's financial condition. Failure to submit a financial statement upon request will be grounds for immediate disqualification. If the financial statement is not for the identical organization submitting the offer, the Offeror must submit a written explanation of the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

The County will return the financial statement at the conclusion of the award process only upon receipt of a written request signed by an officer of the organization or the same person who signed the original Proposal Form. The County considers a non-public financial statement submitted pursuant to this paragraph to be proprietary information that is not subject to disclosure under VFOIA.

**9. DEBARMENT STATUS**

The Offeror must indicate on the Proposal Form whether it or any of its principals is currently debarred from submitting proposals to the County or to any other state or political subdivision and whether the Offeror is an agent of any person or entity that is currently debarred from submitting proposals to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal.

**10. CONFLICT OF INTEREST STATEMENT**

The Offeror must provide a statement regarding any potential conflict of interest, with the notarized signature of a principal of the Offeror, on the form provided in this solicitation.

**11. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS**

The key personnel and subcontractors in an Offeror's proposal are considered essential to the Offeror's qualifications and may not be replaced or substituted, nor may additional personnel or subcontractors be added, after qualification of the Offeror's proposal unless the County approves the changes in advance in writing.

**12. AUTHORITY TO TRANSACT BUSINESS**

Any Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be included on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth must include in its proposal a statement describing why the Offeror is not required to be so authorized. The County may require an Offeror to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of an Offeror to provide such documentation will be a ground for rejection of the proposal or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

**13. EXCEPTIONS TO TERMS AND CONDITIONS**

The attached draft Contract Terms and Conditions contain a number of mandatory terms, which are marked with an asterisk. Those terms are not negotiable. If an Offeror objects to a mandatory term, the County will consider the proposal non-responsive.

The Offeror must state whether it requests revisions to any of the remaining, non-mandatory terms and, if so, must explain the reason for the request(s) and propose alternative language. An Offeror who does not request a revision in its proposal may not object or request revisions to any contract terms during the negotiation process.

The County will review any request for revisions to non-mandatory terms after the selection of finalists for negotiation. Such requests will not factor into the evaluation of proposals.

**14. INSURANCE REQUIREMENTS**

Each Offeror must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to do so, it may propose alternate insurance coverage in its exceptions to the County's Terms and Conditions.

**15. ARLINGTON COUNTY BUSINESS LICENSES**

The successful Offeror must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

**16. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should follow a weekly testing protocol as established by the Contractor, unless exempt

pursuant to a valid reasonable accommodation under state or federal law. By submitting a proposal, the Offeror certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well.

**17. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the contract documents are the present expectations of the County for the period of the contract, and the County is under no obligation to buy that, or any, amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates specified in the contract.

The items or services covered by this contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through such other contract(s). The County does not guarantee that the selected contractor will be the exclusive provider of the goods or services covered by the resulting contract.

**18. RIDER CLAUSE**

Offerors will have the option to extend any contract resulting from this solicitation as follows:

**A. Extension to Other Jurisdictions**

The County extends the resultant contract(s), including pricing, terms and conditions, to all public entities under the jurisdiction of the United States of America and its territories.

**B. Inclusion of Governmental & Nonprofit Participants**

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities.

**C. Contract Agreement**

The contractor may be required by a using jurisdiction to enter into a separate contract containing general terms and conditions unique to that jurisdiction.

**19. ELECTRONIC SIGNATURE**

If awarded, the Offeror may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.

### **III. INTRODUCTION TO REQUEST FOR PROPOSAL NO. 22-DPR-RFP-383**

The intent of this solicitation and resulting contract is to obtain, at no cost to the County, the services of a qualified contractor to advertise, manage and operate the Arlington Farmers Market at Courthouse Plaza ("Market"), including but not limited to managing Market vendors. The contractor will ensure that the Market provides easy access to fresh local food and agricultural products, meets the demands of County shoppers, and operates with a self-funding fee structure.

The Market is comprised of approximately 30 to 35 vendors and operates every Saturday year-round. The Market is located on N. 14th Street and N. Uhle Street between N. Courthouse Road and the Courthouse Plaza surface parking lot in Arlington, Virginia. During prime season (mid-April through December), the Market operates from 8:00am until 12:00pm. During the winter season (January through mid-April), the Market operates from 9:00am until 1:00pm.

#### **BACKGROUND/PURPOSE OF SOLICITATION**

The Market is one of the longest running farmers markets in Virginia and has been in operation since 1979. Many of the original vendors still participate in the Market today. The Market was established in conjunction with Virginia Cooperative Extension ("VCE"). The Market was originally managed by VCE until 2006, when VCE determined that it no longer had the capability of managing farmers markets. The County, not wishing to see the Market close, assumed all the management duties from VCE for the 2007 season through 2014 season. In 2015, the County awarded a five-year contract for the management of the Market.

The Market maintains a reputation for quality goods and has been a model for markets in the region. Vendors' sales for the 2019 prime season amounted to close to \$2 million. Market vendors pay fees to the current contractor based on a percentage of monthly sales.

#### **TRANSITION PERIODS**

It is the intent of the County to have this contract begin with a transition period prior to the termination of the current contract. The transition period is to allow the awarded Offeror to:

1. Review the existing program structure and submit any requested changes to the Market Management Plan ("MMP") within 10 business days of contract execution. Any requested changes are subject to the Project Officer approval.
2. Implement the MMP within 60 days of Project Officer approval.

The awarded contract will contain a similar transition requirement.



#### **IV. SCOPE OF SERVICES**

The Contractor shall, at no cost to the County, advertise, manage and operate the Arlington Farmers Market at Courthouse Plaza (“Market”) while meeting the demands of County shoppers with a self-funding fee structure as follows:

##### **I. Contractor Responsibilities**

- A. The Contractor shall assume legal responsibility for the management of the Market as of the date of execution of the contract. Legal responsibility shall include but be limited to:
  - 1. Responsibility and care for, and custody or control of, any Contractor property or equipment brought upon or stored upon Arlington County property.
  - 2. Safety and security of any property or equipment brought upon or stored by subcontractors, Market vendors or patrons on Arlington County property.
  - 3. Financial responsibility for any damage or impairment to County facilities or equipment that occur due to the operation of the Market.
  
- B. The Contractor shall submit any requested changes to the Market Management Plan (“MMP”) within 10 business days of contract execution. Any requested changes are subject to Project Officer approval. After Project Officer approval, the Contractor shall implement the MMP within 60 days. The Contractor shall send email notification to the Project Officer prior to the implementation of any material changes to the MMP and may not implement the requested changes without Project Officer approval.
  - 1. The MMP shall:
    - a. Minimize changes to the Market’s operation throughout the year to avoid disruption to patrons
    - b. Maintain the Market’s current general location, dates and hours of operation (reference Attachment C)
    - c. Minimize changes in current list of participating vendors. List will be provided by the Project Officer.
    - d. Provide fresh and high-quality foods
    - e. Limit distance from which a market vendor may travel to 125 miles
    - f. Educate patrons about food, environment, and community issues by providing space for booths for organizations (see Section 2(i) Outreach and Education Plan)
    - g. Advise vendors of nutrition programs, which may include the USDA Supplemental Nutrition Assistance Program (SNAP), Senior Farmers Market Nutrition Program, gleaning, and other similar programs.
  
  - 2. MMP elements shall include:
    - a. List of deliverables and due dates for the following:
      - i. Kick-off Meeting w/ Project Officer and vendors
      - ii. Appoint Steering Committee
      - iii. Community Outreach Plan
      - iv. Annual Budget
      - v. Quarterly Reports describing progress towards contract deliverables
      - vi. Transition Plan for end of contract

- b. Roles, responsibilities, and contact information for Contractor staff
- c. Farmers Market Rules and Enforcement Plan (reference Attachment C for current rules and enforcement)
- d. Recruitment Process for the selection of vendors, including to achieve the County's goal of optimal product diversity.
- e. Advertising and Promotion Plan for the Market
- f. Traffic Control Procedures and Signage Plan, which must include:
  - i. Coordination with the Arlington County Police Department for traffic as needed
  - ii. Emergency access procedures (i.e. where fire trucks, ambulances or police vehicles will enter and transverse the Market, etc.)
  - iii. Cone and traffic sign set-ups
  - iv. Parking and traffic management plan for Market vendors during set up, operation, and take down
  - v. Parking and traffic management plan for patrons
- g. Budget, Fee Collection, Compliance, and Reporting  
 The Contractor shall submit to the Project Officer the following:
  - i. Plan and schedule for fee collection from vendors, to include method of payment (e.g., payment platform), timing of payment, receipts, tracking, etc.
  - ii. Process for determining annual fee adjustments charged to market vendors subject to written approval by the County
  - iii. Quarterly sales reports with all gross revenue generated before any deduction, submitted by the 15th day of the month following the quarter
  - iv. Agreed-upon County commission on all gross revenue generated by the Market before any deduction. Gross revenue consists of all earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by the Contractor in any way connected to Market operations. The commission payment shall be made twice a year. The County shall receive the first payment by May 15th and the second payment by January 30th.
  - v. Plan for periodic and random audits to ensure that vendors are reporting gross sales accurately
- h. Market Day Operations Plan  
 The Market Day Operations Plan shall include:
  - i. Vendor set-up/booth placement
  - ii. Guarantee and provision of booth spaces each Saturday for the Master Gardeners and Tree Steward organizations. Other non-profit and non-partisan organizations may have booths provided as space allows. Such organizations shall reserve space in advance through the Contractor.
  - iii. Site cleanup and trash removal
  - iv. Availability of public restrooms

- i. **Outreach and Education Plan**  
The Contractor shall outline a program to implement within a year of contract award, subject to Project Officer approval, to ensure broad community participation in the Market and connection with traditionally under-served communities through innovative and dynamic programs (i.e. marketing, etc.). The Plan should include managing nutrition assistance programs, such as the USDA Supplemental Nutrition Assistance Program (SNAP), Senior Farmers Market Nutrition Program (SFMNP) and Virginia Fresh Match; gleaning; and produce donations.

II. **Market Website**

The Contractor shall develop and maintain a website for the Market. The website shall include but not be limited to:

1. General Market information, such as location, hours, parking, etc.
2. Vendor list and description of products
3. Calendar of events
4. Vendor application information
5. Additional services provided (e.g., composting and food donations, if applicable)
6. Contact information for the Market and Contractor

III. **Transition Requirements**

At the end of all contractual terms, the Contractor shall collaborate with the County to successfully transition the Market to a new contractor as follows:

1. Continue all operations and reporting per the terms of the contract during a 30-day transition period.
2. Participate actively and in good faith with the County and new contractor, as directed by the County, to plan for and carryout transition period.
3. Assist and facilitate vendor transition, including: reporting to the County any outstanding Market vendor payments, establishing deadlines for accounts receivables, and other necessary preparations as determined by the County.
4. Communicate information clearly and timely to Market vendors regarding the transition to the new contractor and facilitate a smooth transition.
5. Within 15 days of contract termination, provide the following documents and any others as requested by the Project Officer:
  - a. Vendor listing: names, contact information, insurance information, and general information, including products offered
  - b. Outstanding accounts receivable
  - c. Map of market layout

## **V. PROPOSAL REQUIREMENTS**

### **1. GENERAL**

FAILURE TO SUBMIT A PROPOSAL WITH A FULLY COMPLETED PROPOSAL FORM USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION MAY BE CAUSE FOR REJECTION OF THE PROPOSAL. THE PROPOSAL FORM MUST BE SIGNED BY A PERSON LEGALLY AUTHORIZED TO BIND THE OFFEROR.

The Offeror's proposal must address the Proposal Submittal Elements below, in the order listed, and must not exceed the stated page limitations. The proposal must be on 8 ½" x 11" paper, single-spaced, and the type size must not be less than 10-point.

Proposals and all documents related to this solicitation become the property of the County upon receipt.

### **2. PROPOSAL SUBMISSION**

The submitted Proposal Form must be signed and fully executed. The Proposal Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept responses after the close date and time. The County will not accept emailed or faxed proposals.

The Offeror name on the electronic proposal submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid response. **ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO PROPOSAL SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Offeror. The Vendor Registry System will not accept applications after the publicly posted date and time. A proposal may be rejected if the Proposal Form is not signed in the designated space by a person authorized to legally bind the Offeror.

Proposals and all documents uploaded/submitted to Arlington County by an Offeror become the property of the County upon receipt.

The County may reject any proposal that modifies or supplements the solicitation requirements.

### **3. OFFEROR'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS**

Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its proposal and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent inaccuracy or error in or omission from the solicitation documents.

If the successful Offeror is aware of such an error or omission and has not notified the County Purchasing Agent, the Offeror must perform any work described in such incomplete or missing documents at no additional cost to the County.

**4. PROPOSAL STANDARDS**

Proposals submitted in response to this solicitation should be accurate and grammatically correct and should not contain spelling errors.

**5. EXPENSES INCURRED IN PREPARING PROPOSAL**

The County accepts no responsibility for any expense incurred by any Offeror in the preparation or presentation of a proposal or related in any way to an offer.

**6. PROPOSALS EVALUATION CRITERIA AND WEIGHTS**

The County will evaluate technical proposals that meet the above-stated requirements using the following criteria:

<b>Evaluation Criteria</b>	<b>Points</b>
Organization Experience, Qualifications and References	40
Capability and Experience of Project Team	35
Project Approach and Understanding of Scope	15
Financial Proposal	10
<b>Total</b>	<b>100</b>

**7. PROPOSAL SUBMITTAL ELEMENTS**

The County will not evaluate proposals that do not contain all requested content. Each of the proposal elements should be provided in the order listed below.

**A. EXECUTED FORMS**

1. Proposal Form: original as detailed above.
2. Contractor Compliance with County COVID-19 Vaccination Policy Certification: included in the RFP document.
3. Conflict of Interest Statement: included in the RFP document.
4. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).

**B. MANDATORY REQUIREMENTS**

The following requirements are mandatory. If the County concludes after its initial review of a submitted proposal that the Mandatory Requirements are not met, the proposal will be considered non-responsive and will not be evaluated further.

1. The Offeror may not take exceptions to mandatory provisions of the draft Contract Terms and Conditions that are attached to this solicitation. Mandatory provisions are marked with an asterisk. *Compliance with this mandatory requirement will be verified against the Offeror's exceptions, if any, to the County's draft Terms and Conditions.*

2. The Offeror must have five years of experience in farmers market management.
3. The Offeror must have experience providing farmers market management services based on a self-funding fee structure.

**C. ORGANIZATION EXPERIENCE, QUALIFICATIONS AND REFERENCES**

1. Executive Summary: Summarize why your firm is the most qualified for this Scope of Work in one page. The summary should describe the most important elements of the proposal.
2. Outline your organizational experience with farmers markets. Include the following:
  - a. Experience in operating other farmers markets; include the name(s) of the market(s)
  - b. Experience recruiting, retaining, and managing vendors
  - c. Description of any past logistics experience, including but not limited to, booth arrangement, traffic flow, parking, market event set-up and take-down, and any other related information.
  - d. Description of advertising and marketing strategies used in past farmers market management
  - e. Knowledge of and ability to obtain all regulatory and health permits applicable to the operation and management of farmers markets.
3. List three references for which your company completed a similar scope of work in the last five years. Include the following information for each agency/facility:
  - a. Agency Name
  - b. Agency Size
  - c. Agency Address
  - d. Point of contact name(s), phone number(s) and email address(es)
  - e. Description of services provided
4. Quality Assurance: Describe how your firm will integrate quality assurance into your daily processes and how you will ensure quality standards are being met.
5. Business Systems: Provide a description of the systems used to maintain budgets, collect fees, make payments, and manage other administrative functions
6. Administrative Policies and Procedures: Provide a copy of the organization's Standard Operating Procedures.

**D. CAPABILITY AND EXPERIENCE OF THE PROJECT TEAM**

Provide the following information, at minimum, regarding the proposed team to be used for this project:

1. Describe proposed project organization, including identification and responsibilities of key personnel. Describe type of availability and hours during non-market hours, (e.g. office location/hours, phone, fax and email capabilities). Indicate the approximate staffing level(s) for the project. Include resumes with relevant experience and education.

2. Identify the Project Manager who will serve as the day-to-day lead throughout the duration of the project. Submit a detailed resume for this team member and describe why he or she is qualified to serve in this capacity.
3. Identify the back-up Project Manager; include a detailed resume and describe why he or she is qualified to serve in this capacity.
4. Identify personnel who will be assigned to the project team and provide (max one page per person):
  - a. Qualifications
  - b. Area of expertise
  - c. Responsibilities in performing the Scope of Work
5. Provide an organizational chart detailing the division of responsibility among the members of the team and subcontractors, if applicable.
6. Provide assumptions for estimating the Offeror resources necessary to meet the needs of the project, including contractor and subcontractor staff and hours.

**E. PROJECT APPROACH AND UNDERSTANDING OF SCOPE**

Demonstrate that the Offeror fully understands the Scope of Work by including the following information:

1. Description of key features of the proposed management plan. Highlight key features that demonstrate the understanding of the Scope of Work.
2. Narrative of project approach/methodology describing how the Offeror intends to accomplish the tasks requested under this RFP.
3. Draft of the Market Management Plan (“MMP”).
4. Proposed implementation schedule with milestones and start and end dates of all major deliverables outlined in the Scope of Services . The schedule must be based on the number of months after contract signing.
5. Identification of significant known risks to the project’s success, including approaches to mitigate those risks.
6. Narrative on any innovations or novel approaches that the Offeror envisions using for the Project.

**F. FINANCIAL PROPOSAL**

Offerors must use the Financial Proposal Form included in this solicitation as Attachment A and demonstrate how the proposed fees charged to market vendors will cover the entire cost of the Market. Offerors must also indicate the proposed County commission rate.

In a separate document, Offerors should explain their fee development process for the proposed fees.

**G. EXCEPTIONS TO THE COUNTY'S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, if any**



**VI. CONTRACT TERMS AND CONDITIONS**

*THE FOLLOWING AGREEMENT WILL BE EXECUTED BY THE COUNTY AND THE SUCCESSFUL OFFEROR. BLANKS WILL BE COMPLETED DURING CONTRACT NEGOTIATIONS. NON-NEGOTIABLE PROVISIONS THAT ARE REQUIRED BY VIRGINIA LAW OR BY THE ARLINGTON COUNTY PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (\*). THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY BEFORE BEING SUBMITTED TO THE SUCCESSFUL OFFEROR FOR SIGNATURE.*

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201**

**SAMPLE AGREEMENT NO. 22-DPR-RFP-383**

THIS AGREEMENT is made, on \_\_\_\_\_, between \_\_\_\_\_ *Contractor's name, Contractor's address* \_\_\_\_\_ ("Contractor") a \_\_\_\_\_ *name of state* \_\_\_\_\_ *type of entity* authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – Federal Terms and Conditions
- Exhibit D – Business Associate Agreement
- Exhibit E – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit F – County Nondisclosure and Data Security Agreement (Individual)
- Exhibit G – Contractor COVID-19 Vaccination Certification
- Exhibit H – Contractor COVID-19 Vaccination Quarterly Compliance Certification

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

**2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide farmers market management services. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

**4. CONTRACT TERM**

Time is of the essence. The Work will commence on \_\_\_\_\_, 20\_\_\_\_ and must be completed no later than \_\_\_\_\_20 \_\_\_\_ ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than \_\_\_\_\_ additional 12-month periods, from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

At the conclusion of all contractual terms, the awarded Contractor shall provide a 30-day transition to any newly awarded Offeror. During this transition time, the outgoing vendor will provide reasonable cooperation to the County and the incoming vendor, including but not limited to, transitioning Market vendors to new payment platform, establishing a plan for accounts payable, determining dates for when payments should be transitioned to the new vendor and participating actively and in good faith with the County and the new contractor, as needed, to plan for and carryout transition period.

**5. CONTRACT AMOUNT**

This contract is at no cost to the County. The Contractor will be paid based on fees that the Contractor charges to market vendors, in accordance with the Market Management Plan. The Contractor shall pay a commission to the County at the rate of \_\_\_\_\_ of those fees.. The first commission payment shall be due to the County by May 15th and the second by January 30th.

Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

**6. REIMBURSABLE EXPENSES**

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

**7. \* PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

**8. NO WAIVER OF RIGHTS**

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

**9. \* NON-APPROPRIATION**

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

**10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

**11. \* COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

**12. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS**

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

**13. \* EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**14. \* EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

**15. \* DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

**16. \*SEXUAL HARASSMENT POLICY**

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

**17. SAFETY**

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

**18. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as required by law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution and within five working days of the end of each quarter (see Exhibits G and H). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, the Contractor may email [contractorvaccineinfo@arlingtonva.us](mailto:contractorvaccineinfo@arlingtonva.us).

## **19. TERMINATION**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

### **A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date,

and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

#### **B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

#### **20. DAMAGE TO COUNTY PROPERTY**

The Contractor is financially responsible to the County for any damage or impairment to County facilities or equipment, beyond normal wear and tear, that occurs due to the operation of the Market.

#### **21. INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)**

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the

County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**22. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**23. COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

**24. OWNERSHIP OF WORK PRODUCT**

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project



Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

**25. CONFIDENTIAL INFORMATION**

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

**26. \* ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**27. \* COUNTY EMPLOYEES**

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

**28. FORCE MAJEURE**

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

**29. \* AUTHORITY TO TRANSACT BUSINESS**

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

**30. \* RELATION TO COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or

agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

**31. ANTITRUST**

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

**32. REPORT STANDARDS**

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

**33. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

**34. ASSIGNMENT**

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

**35. AMENDMENTS**

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

**36. \* ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

**37. \* DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

**38. \* APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

**39. ARBITRATION**

No claim arising under or related to this Contract may be subject to arbitration.

**40. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

**41. NO WAIVER**

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

**42. SEVERABILITY**

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

**43. \* ATTORNEY'S FEES**

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

**44. SURVIVAL OF TERMS**

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY’S FEES, AND CONFIDENTIAL INFORMATION.

**45. HEADINGS**

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections’ scope.

**46. AMBIGUITIES**

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

**47. NOTICES**

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

**TO THE CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TO THE COUNTY:**

\_\_\_\_\_, Project Officer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Phone: (703) 228-3294  
Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

**TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia

2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**48. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

**49. \* NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**50. LIMITED ENGLISH PROFICIENCY**

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract’s scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will make arrangements with a County-contracted service provider and pay the fees.

**51. ACCESSIBILITY OF WEB SITE**

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County’s presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

**52. ADA COMPLIANCE**

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor’s non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor’s responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor’s programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the

Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.

- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

**53. INSURANCE REQUIREMENTS**

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Miscellaneous E&O - \$1,000,000 per occurrence
- e. Cyber insurance - \$2,000,000 per occurrence/Aggregate
- f. Dishonesty Bond - \$1,000,000
- 5. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- 6. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- 7. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.

8. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

**54. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

**EXHIBIT G**

**CONTRACTOR COVID-19 VACCINATION CERTIFICATION**

- I hereby certify that all \_\_\_\_\_ (Contractor Name) employees and subcontractors who will be working on Contract No. \_\_\_\_\_ are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

**Please do not include any of your employees' medical documentation, including vaccination records or test results.**

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT H**

**CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION**

**By Email:** Please complete the report below and return it to: [contractorvaccineinfo@arlingtonva.us](mailto:contractorvaccineinfo@arlingtonva.us).

I hereby certify that all \_\_\_\_\_ (Contractor Name) employees and subcontractors working on Contract No. \_\_\_\_\_ are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

**Please do not include any of your employees' medical documentation, including vaccination records or test results.**

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

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

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

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

**VII. ATTACHMENTS AND FORMS**

ARLINGTON COUNTY, VIRGINIA  
REQUEST FOR PROPOSALS NO. 22-DPR-RFP-383

PROPOSAL FORM

ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN  
2:30 P.M., MARCH 2, 2022.

FOR PROVIDING  
FAMER'S MARKET MANAGEMENT SERVICES  
PER THE SOLICITATION

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE  
BELOW. THIS PROPOSAL FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE  
FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE  
OFFEROR, OR THE PROPOSAL MAY BE REJECTED.

SUBMITTED BY:

*(legal name of entity)*

\_\_\_\_\_

AUTHORIZED SIGNATURE:

\_\_\_\_\_

PRINT NAME AND TITLE:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY/STATE/ZIP:

\_\_\_\_\_

TELEPHONE NO.:

E-MAIL  
ADDRESS:

\_\_\_\_\_

THIS ENTITY IS INCORPORATED  
IN:

\_\_\_\_\_

THIS ENTITY IS A:

*(check the applicable  
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

IS OFFEROR AUTHORIZED TO TRANSACT BUSINESS IN THE  
COMMONWEALTH OF VIRGINIA?

YES  NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE  
SCC:

\_\_\_\_\_

*Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must  
include a statement with its proposal explaining why it is not required to be so authorized.*

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: *(if available)* \_\_\_\_\_

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED FROM SUBMITTING PROPOSALS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS?

YES  NO

OFFEROR STATUS: MINORITY OWNED:  WOMAN OWNED:  NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT:

[HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLIST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088.](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088)

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

1. OFFEROR MUST SUBMIT: ONE ELECTRONIC COMPLETE SIGNED PROPOSAL THAT INCLUDES AS ITS FIRST PAGE THIS PROPOSAL FORM.
2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO QUESTIONS REGARDING THIS PROPOSAL.

NAME (PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

- No, the proposal that I have submitted does not contain any trade secrets and/or proprietary information.
- Yes, the proposal that I have submitted does contain trade secrets and/or proprietary information.

PROPOSAL FORM, PAGE 3 OF 6

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers, sections, and paragraphs, of the proposal that contain such data or materials:

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---

State the specific reason(s) why protection is necessary and why the identified information constitutes a trade secret or is proprietary:

---

---

---

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If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

---

E-MAIL: \_\_\_\_\_

OFFEROR'S PRINTED NAME: \_\_\_\_\_

ACKNOWLEDGEMENT OF COUNTY COVID-19 VACCINATION POLICY

I, \_\_\_\_\_(hereinafter referred to as "Offeror"), certify that I will comply with the COVID-19 Vaccination Policy as a condition of contract award which may require that all contractor employees or subcontractors who will be working on the contract are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Offeror:** \_\_\_\_\_

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its Request for Proposal No. 22-DPR-RPF-383 and on behalf of the Offeror certify that:

1. Neither the Offeror nor any affiliated entity has, within the past five years, been employed by or represented a deliverer of services that reasonably could be expected to be considered for purchase by the County as a result of this solicitation;
2. if the Offeror is awarded a contract under this solicitation and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the County, the Offeror must not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any potential bidder or offeror information concerning the procurement that is not available to the public.
3. The Offeror will not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of any contract award made as a result of this solicitation.

OFFEROR'S NAME: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINTED NAME/TITLE: \_\_\_\_\_

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

NOTARY STATEMENT

COMMONWEALTH OF VIRGINIA/STATE OF \_\_\_\_\_)

CITY/COUNTY OF \_\_\_\_\_) to wit:

\_\_\_\_\_ personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ the undersigned a Notary Public in and for the State and County of aforesaid, \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

\_\_\_\_\_

(Seal)

Notary registration number: \_\_\_\_\_

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

CERTIFICATION OF MEETING MANDATORY QUALIFICATIONS

I, \_\_\_\_\_ (hereinafter referred to as "Offeror"), certify that I meet the following mandatory qualifications:

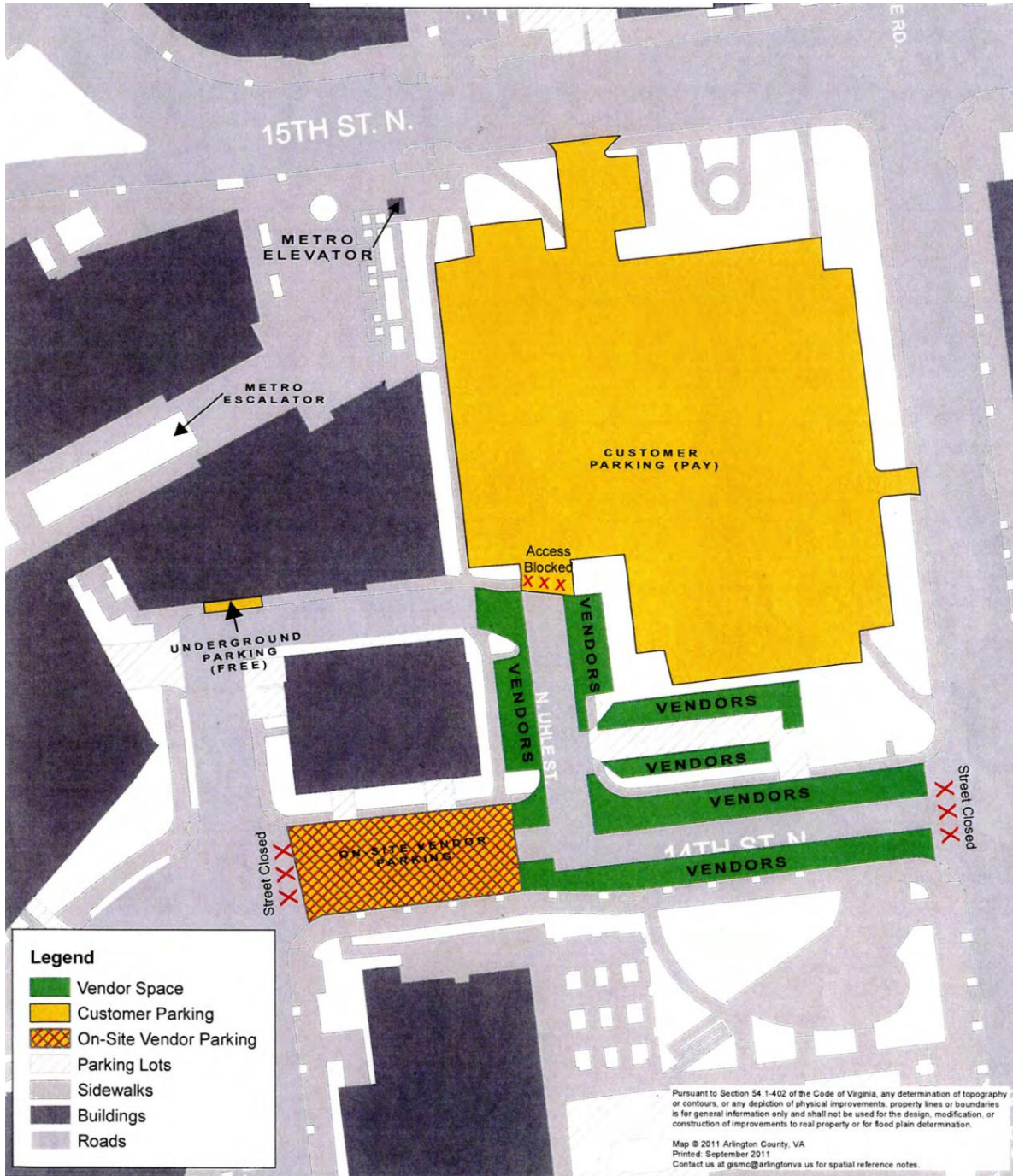
1. Have five (5) years of experience in farmers market management.
2. Have experience providing farmers market management services based on a self-funding fee structure.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Offeror:** \_\_\_\_\_



**ATTACHMENT B**  
**FARMERS MARKET MAP**



ATTACHMENT C



**FRESHFARM**

FARMERS MARKETS

# 2021 Rules & Procedures Product Guidelines

## Table of Contents

<b>Statement of Purpose</b>	<b>4</b>
<b>Eligibility</b>	<b>4</b>
Producer-Only Requirement	4
Local Requirement	4
Sourcing Verification	4
<b>Product Eligibility &amp; Guidelines</b>	<b>5</b>
<b>Food Concession Guidelines</b>	<b>9</b>
<b>Application Procedures &amp; Fees</b>	<b>9</b>
Product Samples	10
Insurance	10
Farm Visits and Inspections	10
Licenses/Permits	11
Farmer Certificates, Product Plans, and Labels	13
<b>Market Operations</b>	<b>14</b>
Market Opening and Closing	14
Parking	14
Market Delays & Closings	14
Market Coupons	15
Market Tokens	15
Farmers' Market Nutrition Programs	15
Sales Tax	16
Credit Card Fees/Currency	16
Market Space Assignments	16
<b>Stall Requirements</b>	<b>17</b>
Market Canopies/Tents/Umbrellas/Tables	17
Maintenance and Appearance	17
Safety	17
Sanitation	17
Leave-no-waste trash policy	18
Market Food Samples	18
Signage	18
Scales	18
Shopping Bags	18

Generators at Market	18
<b>Market Sales &amp; Fees</b>	<b>19</b>
ALL farmers and producers are required to:	19
<b>Market Conduct</b>	<b>21</b>
Market Attendance	21
Smoking	21
Harassment Free Workplace	21
Definitions of Harassment	22
Individuals and Conduct Covered	23
<b>Administration of Rules and Procedures</b>	<b>23</b>
Producer-Only Violations	2
Violations of Market Conduct, Operations, and/or Stall Requirements	23
Advisory Committee to FRESHFARM Markets for Rules, Procedures & Product Guidelines	23

## Statement of Purpose

FRESHFARM is a non-profit that promotes sustainable agriculture and works to improve food access and equity in the Mid-Atlantic Region. We do this by operating producer-only farmers markets that provide vital economic opportunities to local farmers and food producers and through innovative philanthropic outreach programs that educate the public about food and related environmental issues.

The organization is dedicated to building a sustainable, regional foodshed in the Mid-Atlantic region and educating people about the benefits of sustainable agriculture. FRESHFARM emphasizes the direct connection between local food choices and the quality and health of our environment and daily lives. In addition to our Farmers Markets, we operate programming in Farmer Support, Food Access, and Education & Outreach. You can learn more about this work at [freshfarm.org](http://freshfarm.org).

FRESHFARM favors farmers who cultivate the land using sustainable agricultural practices or raise livestock using humane and sustainable practices. By providing these farmers with direct markets for their products, FRESHFARM helps sustain the regional farm economy and helps ensure the future of farming in the Mid-Atlantic. FRESHFARM also selects a limited number of value-added producers that use local agricultural products. The Rules & Procedures and Product Guidelines are used to ensure the integrity of all products sold at FRESHFARM Markets. All businesses selling at our markets must adhere to these rules.

## Eligibility

FRESHFARM only admits businesses that abide by our producer-only and local requirements, and that meet our standards of quality, sustainability, and appropriateness. Those that fail to meet these requirements and standards will not be admitted to sell at markets, or may be expelled from markets if they fail to maintain compliance.

### Producer-Only Requirement

All businesses selling at FRESHFARM Markets must exclusively sell products that they have grown or produced. Absolutely NO resales or third-party sales are allowed. Such sales will be grounds for immediate suspension and/or expulsion from the market. Contract growing agreements with other farms or lease arrangements in exchange for product do NOT qualify a business as producer-only. Products produced must be grown or made by employees on the applicant's payroll. Equipment, pesticides, fertilizers, etc necessary for growing and production must have been purchased or rented by the applying business. In the event that a co-op or any other type of multi-farm organization is being considered, FRESHFARM will visit each participating farm to conduct routine site visits.

Alternative business and organizational structures, such as co-ops, that provide products for sale at market from multiple farms and or farmers will be considered based on the means in which admission of the applicant supports equity in our community and at our markets along with their ability to fill a product gap at market. In the event that a co-op or any other type of multi-farm organization is being considered, FRESHFARM will visit each participating farm to conduct routine site visits.

### Local Requirement

FRESHFARM works to support local agriculture and improve the quality of life in Washington, D.C., Maryland and Virginia. **Participation in the farmers markets is only for regional farmers who sell what they grow, raise or produce on their farm, and for local producers who make products featuring agricultural foods from the Mid-Atlantic region, including Delaware, Maryland, Pennsylvania, Virginia, West Virginia, and Washington DC. Applicants will only be considered**

**eligible if they are within a 200-mile radius of the market to which they have applied.**

### Sourcing Verification

FRESHFARM is committed to verifying that products sold at our farmers markets are local to the Mid-Atlantic in origin. **All farms are visited to verify that they are growing, raising and or producing what they sell at market. All producers selling value-added food products or concessions of any kind must demonstrate to FRESHFARM that they are sourcing as many ingredients locally as is feasible.** FRESHFARM gives strong preference to producers and concessionaires who make good-faith efforts to maximize the use of local ingredients (produce, meat, butter, honey and eggs, for example) in value-added foods sold at market. FRESHFARM strongly prefers that at least 75% of the products available should feature local agricultural ingredients.

FRESHFARM reserves the right to restrict the products a farmer or producer sells at market should the sourcing or quality of the product fail to meet our standards. In order to maintain the integrity of our markets and mission we reserve the right to audit producers to verify their local sourcing at any time, including a request for invoices and receipts for non-local ingredients. Failure to comply could lead to suspension, expulsion or non-admittance the following season.

**Throughout the market season, producers are required to submit sourcing documentation to FRESHFARM at least once a month** by sending invoices and receipts to [locallysourced@ffm.org], demonstrating their sourcing relationships with local farms. **Sourcing documentation must include the item(s) and quantity purchased, the contact information for the farms selling the ingredients AND identify where the transaction occurred (i.e. farmers market, wholesaler, co-op etc).** FRESHFARM will contact sources to verify the relationship and the amount of product sold.

Producers shopping for ingredients at FRESHFARM markets will have access to paper receipt forms (see addendum) to document the item and quantity purchased from farmers. Producers who trade and barter for ingredients with farmers at market should use the paper receipt to document the trade. Producers may submit FRESHFARM-provided receipt forms to [locallysourced@ffm.org] in addition to invoices and receipts provided by farmers.

## Product Eligibility & Guidelines

### Overview

If you are NOT a Farmer, you may be considered eligible to sell at FRESHFARM Markets as a Producer in one of the categories listed below. **Producers at FRESHFARM Markets are required to source locally wherever possible and provide a list of sources with contact information when applying to markets.**

Products not specifically listed below will be reviewed on a case-by-case basis and admitted at the discretion of the market team. If a farmer or producer wishes to add product(s) to their market offerings during the market season they must inform market management and have the product approved before selling the product at market. If non-approved products are brought to market, management will request they be removed from the market immediately.

FRESHFARM strives to maintain a high level of quality at all markets. To ensure quality of product producers of prepared foods, baked goods or value-added products must supply samples to the senior team upon request as part of the application and evaluation process prior to acceptance to any

## FRESHFARM Markets.

Please note FRESHFARM reserves the right to make exceptions to the regulations below on a case-by-case basis, and with prior approval and appropriate vetting.

**Alcohol:** Beer, hard cider, wine, and mead should be made locally and exclusively from local fruits, grains, and honey, either grown by the vendor or obtained locally. Kombucha should be flavored with seasonal, locally sourced ingredients.

**Baker:** makes freshly baked goods from scratch, using seasonal ingredients from the region as much as possible. Since 2015, FRESHFARM has required bakers to begin to integrate local grains in breads and baked goods sold at FRESHFARM. No commercial mixes, crusts, or flavored fillings may be used. Baked goods to be sold at market should highlight local produce and seasonal ingredients. Bakers who use local eggs, grain, butter, dairy, and produce are given preference.

### **Community Supported Agriculture:**

- If you plan on using a FRESHFARM market as a pickup site for your CSA, you must inform FRESHFARM when you apply at the start of the market season. This includes all forms of CSA: fruit and vegetable, meat, dairy or egg, as well as farmstand CSA (wherein customers have a credit with the farmer and can select what they want each week).
- There is a 6% fee for using a FRESHFARM market as a pick up site. (See page 16 for fee structure).
- The Producer-Only rule applies to CSAs at market.

**Cider (non-alcoholic):** Cider must be produced from the farmer's own fruit, but may be processed off-farm in a facility that ensures the cider is made with the local fruit. Contact information for the mill where the cider is pressed and processed must be provided to FRESHFARM management.

**Coffee Roasters:** FRESHFARM distinguishes coffee production as an entity exclusive to itself, exempt from the locally grown/produced restrictions otherwise outlined, as coffee is not a native crop in the region. To comply with FRESHFARM standard of operation, coffee producers must provide documentation to confirm that coffee beans are sustainably sourced by the supplier and locally roasted. Milk for coffee served at markets must be local. Facilities are subject to FRESHFARM site inspection as outlined on page 12.

### **Dairy:**

- a. Fresh Milk:** Fresh milk, cream, or buttermilk must be 100% from the farmer's own herd. Exotic/out-of-region flavorings may be purchased and used minimally (e.g., chocolate for chocolate milk). On a case-by-case basis, and with prior approval and appropriate vetting, FRESHFARM permits dairy farmers in the off-season to process milk from another farmers' herd for sale at market.
- b. Cheese and Butter:** FRESHFARM accepts both farmstead (made from dairy from the farmer/producer's own herd) and artisanal (made from dairy purchased by the producer from a local farm) cheese and butters. For artisanal cheese or butter, all milk purchased must be from regional farmers. The cheese/butter maker must provide contact information for the farms from which the cheese maker is buying the milk on their application. A dairy farmer selling farmstead cheese made from their milk by a regional cheese maker must provide contact information for the location where the cheese is made on their application.

- c. **Yogurt and Frozen Dairy Products:** Yogurt and frozen dairy products must be made with milk produced by the farmer or sourced from a regional farmer. Locally available flavoring agents (e.g. fruit or honey) must be sourced locally. Exotic/out-of-region flavorings (e.g., chocolate, avocado and pomegranate) may be purchased and used minimally. 75% of flavors must be local.

**Dried Fruits and Vegetables:** Dried fruits and vegetables must be from the farmer's own produce. If fruits/vegetables are dried off-farm, the farmer must supply information about location (name, address, and telephone number) where they are dried on their application under co-packer use.

**Eggs:** Eggs must be from the farmer's own fowl. No re-sale of another farmer's eggs is allowed by any farmer or producer. Preference is given to eggs from pastured chickens.

**Merchandise:** The intent of FRESHFARM is for farmers and producers to sell fresh food, food prepared from local agricultural products, and non-food items made from local agricultural products. On a case-by-case basis, we will allow farmers and producers to sell merchandise (e.g., t-shirts, bags, cookbooks, etc.). This merchandise must constitute a small portion of the product mix. All merchandise must be approved by management before selling at any FRESHFARM market. All merchandise must be made in the USA.

**Fish and Shellfish:** Fish and shellfish must be raised or caught by the fisherman/waterman from local waters. Farmed fish or shellfish will be considered on a case-by-case basis. Fishermen/watermen must hold a commercial fishing license and submit a copy of the license. Contact information for any facilities where fish and shellfish are processed must be provided to FRESHFARM Markets management.

**Flavored Vinegars & Condiments:** Flavored vinegars and condiments must be prepared by the farmer using his/her own produce or produce sourced from local farms. A limited amount of out-of-region ingredients may be used in these products, provided that the vast majority of ingredients are from the farm.

**Flowers, Plants, Trees, and Soil:** Flowers, plants, and trees sold at market must be propagated, grown and/or harvested by the farmer selling such items at market.. Farmers/producers must start plants and flowers either from seed, bulbs, cuttings, canes, or received dormant (e.g. azaleas, hydrangeas, and roses) for the following growing season . Compost, mulch and custom potting mix sold at FRESHFARM markets must be homemade of material grown, processed or gathered predominantly by the farmer. Plants propagated by a commercial or third-party nursery may not be purchased and resold by a farmer or producer at FRESHFARM markets. Buying and fostering a plant or tree for any length of time does not constitute as producer grown.

**Frozen Non-dairy Fruit Products:** Frozen fruit products (e.g., sorbets and dairy-free ice pops) must be made by the farmer or producer. Flavoring agents (e.g., fruits) must be from the farmer's or producer's own production or purchased from a local farmer. Exotic/out-of-region flavorings (such as vanilla, chocolate, and citrus) may be purchased and used minimally and only as necessary in the product. Preferably, at least 75% of products available should feature local agricultural ingredients. No commercial products or mixes may be used.

**Grains and Grain Products:** Locally grown grains that may be sold at market include but are not limited to barley, oats, rice, rye, corn, and wheat. Granola, baking mixes, meal, and flour prepared by



the farmer or producer must be made from fresh and local produce when available; exotic/out-of-region ingredients (such as olive oil) may be purchased and used minimally and only as necessary. No commercial products or mixes may be used. Dried fruit for granola must be produced by the farmer or producer or purchased from a regional farmer. If grains are not milled on-site, then the farmer must provide contact information for the business that is milling the grains in their application under co-packer use.

**Honey:** Honey must be from the farmer's own hives, but may be processed off-farm. The farmer must provide FRESHFARM with the name, address and telephone number of the facility where the honey is processed in their application.

**Meat:**

We encourage livestock farmers and meat processors to use humane practices and preference is given to pasture-raised meats.

All meat sold at FRESHFARM markets must be made, processed and packaged in USDA-inspected facilities except when federal or state and county exemptions allow legal sale of meat without inspection. Farmers must provide FRESHFARM with facility identification numbers and slaughter receipts when requested. FRESHFARM management may contact the facility by phone or make a site visit to verify the processing. All packaging must display USDA-required labeling except where there is a legal exemption from such labeling.

Livestock Farmers: All meat products must be 100% from the animals raised from weaning by the farmer. Animals may be butchered and/or processed off-farm. The farmer must provide copies of any processing permits and contact information for any processing facilities used during the market season in their application.

Meat Processors: All meats must be raised by farmers in the region defined by FRESHFARM (VA, WV, MD, DE, PA; preferably within a 200-mile radius of Washington, D.C) and humanely raised and processed. All meat sold at FRESHFARM Markets must be clearly labeled with the farm of origin (the farm that owned the livestock), regardless of whether it is the farmer's product or a processed product. All meat products sold must carry the identification of the individual farmer either on the label or on clearly visible signage at every market alongside Meat Processor identification. The names, addresses, and telephone numbers of all farmers for whom meat is processed must be provided as part of the FRESHFARM application process.

**Pasta:** Eggs for the pasta must be from the farmer's fowl or purchased from a local farmer. Preference is given to pasta makers who use local grains and potatoes. Fillings for the pastas must be from the farmer's own produce or purchased from a local farm. Exotic/out-of-region ingredients (such as olive oil and imported wine or cheese) may be purchased and used minimally and only as necessary.

**Preserved Fruits and Vegetables:** Preserved fruits and vegetables must be from the farmer's own produce. If processed off-farm, the farmer must supply FRESHFARM with the name, address and telephone number for the facility where the produce is processed.

**Preserves, Pestos, Jams, Fruit Butters, Syrups, Salsas:** Preference will be given to farmers making preserves, pestos, jams, fruit butters, syrups, and salsas from fresh fruits and vegetables grown on their farm. Products in this category will be reviewed on a case-by-case basis. Artisanal producers in this

category must source the primary ingredients in these products from regional farmers. Exotic/out-of-region ingredients (e.g. olive oil and vinegar) may be purchased and used minimally.

**Produce:** All produce, defined as fruits, vegetables, mushrooms, herbs, grains, and beans/legumes, offered for sale at FRESHFARM Markets must be 100% grown by the farmer. The re-sale of produce is strictly prohibited. FRESHFARM's Producer Only standards also apply to secondary leased property and farmers may only sell produce that they themselves grow and produce.

**Seasonal Farm Products and Crafts:** Seasonal farm products and crafts produced from materials grown or gathered on the farm by the farmer, such as flower or herb bouquets or wreaths and foraged plant materials are allowed at the market team's discretion, on a case by case basis. Christmas trees sold at FRESHFARM Markets must be grown by the farmer.

**Soaps, Skin Care, and Candles:** Soaps, skin care, and herbal products include fresh and dried herbs, creams, spritzers, powders, lip balms, and scrubs. Soaps and herbal products must highlight regionally harvested ingredients. Candles using beeswax produced by one's own or other local beehives may be sold only by farmers who also sell honey and other apiary products from their own beehives.

**Specialty:** Other regional agricultural products that are not currently available at market and are an important specialty crop in our region will be considered on a case-by-case basis.

**Wool:** Wool must be from the farmer's own sheep or purchased from regional farms, but may be carded, cleaned, or spun off-farm. No more than 25% of exotic, out-of-region fibers may be added to the yarn during processing and spinning. For products made with the farmer's wool, including blankets, socks, mittens, scarves and caps, the farmer must provide information on any processor that is involved in making these products (e.g., where are the blankets being made?) and which products the farmer is making or processing. Preference will be given to those selling wool or wool products from their own herd.

## Food Concession Guidelines

### Prepared Foods:

- a. Foods prepared off-site: Must follow the guidelines outlined in this document for the particular product. Locally available fruits, vegetables, dairy, eggs and meat in prepared foods should be from the farmer or producer's own production or sourced from a regional farmer. Preference will be given to prepared foods that use local produce, dairy, eggs, grains or other ingredients where applicable. Exotic/out-of-region ingredients may be purchased and used minimally and only as necessary.
- b. Food Concessions (foods prepared entirely or partially on-site): Concessions are ready-to-eat foods that are prepared partially or entirely at market. **FRESHFARM will consider admission of a limited number of concession stands on a case-by-case basis for specific markets.**

Products must be made primarily from the farmer's own produce, dairy, meats, and cheeses, or made by producers with ingredients purchased from local farmers. Exotic/out-of-region flavorings and ingredients (such as vanilla, chocolate, olive oil, nuts and citrus) may be purchased and used minimally and only as necessary in the product. **All prepared, ready-to-eat concessions are required to adjust their offerings seasonally.** Process and

equipment must meet all standards set out by the city/county/state in which that specific market exists, and any permits required must be obtained and copies submitted to FRESHFARM Markets with the farmer's or producer's annual application.

**Concessions must be served on compostable cutlery and plates. Styrofoam is strictly banned from all markets.** Two good sources for compostables are [www.worldcentric.org](http://www.worldcentric.org) and [www.acmepaper.com](http://www.acmepaper.com).

### **Application Procedures & Fees**

All farmers and producers must reapply annually. Annual applications are still required for farms approved on a 3 year term. Historic acceptance to a market does not guarantee future acceptance to that market. For more details about the application process, please see our application instructions online in our Evaluation of Farmers Market Applications.

Application fees must be paid in advance of the market season. If you have not paid the application fee by your first day at market, it will be added to your invoice for market fees. Fees can be paid by check or money order payable to "FRESHFARM Markets." Fees can also be paid online at <https://www.freshfarm.org/appfee>. Fees cover any and all markets to which you apply (including winter markets). **All new farmers and producers will be visited before being approved to sell at any FRESHFARM Market** and thus first-time applicants pay a higher fee to cover the cost of farm/site visits.

#### **Non-refundable fees are as follows:**

- \$25 universal application fee, plus:
- \$50 fee upon acceptance, for RETURNING vendors, OR:
- \$125 site visit fee for NEW vendors. *This fee will only be charged to new vendors if FRESHFARM elects to conduct a farm/facility visit. If we schedule a visit, it means your application has made it through the first round of evaluation and a site visit is necessary to make final considerations and approvals. If you are not being strongly considered for a market, no visit will be conducted and no visit fee will be charged.*

#### **Product Samples**

Product samples must be provided to the market team prior to admission to sell. FRESHFARM also reserves the right to request product samples for the purpose of assessing quality to approve new products.

#### **Insurance**

All FRESHFARM farmers and producers must carry insurance for general liability and property damage, as well as product liability coverage, in an amount not less than \$1,000,000. The policy shall name FRESHFARM as additional insured, and shall maintain all other coverage as required by law. A copy of the Certificate of Insurance must be provided with the application. If insurance expires during the season, the farmer or producer must provide a copy of the renewed insurance policy at the time of policy expiration.

If you are a Meat Processor, all the farmers for whom you process foods that will be sold at FRESHFARM must carry insurance for general liability and product liability of not less than \$1,000,000. If you as the Meat Processor are providing insurance coverage for these farmers, a copy of the policy naming those farmers must be provided with your application as proof of insurance coverage.

### Farm Visits and Inspections

All farmers and producers are subject to periodic farm or business visits and inspections. FFM representatives may visit any farm or establishment used by its farmer or producers during normal business hours (8:00 am-6:00 pm) to verify compliance with the producer-only requirement. *Such inspections may or may not be announced.* Upon request, sourcing documents, a crop plan, and/or a farm map identifying locations of crops must be submitted.

If FRESHFARM elects to conduct an audit, a 3rd Party Farm Inspector may be hired to perform the audit. The findings and material obtained by the farm inspection are for FRESHFARM's use only. After delivering the final report the 3rd Party shall keep any inspection information confidential. FRESHFARM may use any gathered information to ensure public trust and accountability in our producer-only standards. Upon request, FRESHFARM can share results from the inspection with the business that was audited.

The farmer or producer must provide any help necessary to thoroughly document the establishment or property being inspected and the products being brought to market and/or listed in the annual application. Information such as, though not limited to real property tax bills, lease agreements, inventory, and invoices/receipts pertaining to the operation of the farm or food business may be required.

FRESHFARM may require farmers to provide photographic evidence of crops using FRESHFARM verification cameras with geolocation capabilities. When a photographic audit is requested, the farmer will have one week from the request to provide the necessary images. Tampering with or intentionally destroying FRESHFARM equipment will be grounds for disciplinary action.

Failure to permit a farm visit or inspection of an establishment used for processing product(s) may result in suspension from FRESHFARM Markets.

### Licenses/Permits

All products must comply with local, state, and/or federal health ordinances and the farmers and producers must supply documentation of such compliance to FRESHFARM. Specifically FRESHFARM requires certificates, licenses, and permits for on and off farm processing, production, operations, and facilities use, where applicable. **An application is not considered complete without the inclusion of all applicable permits for all products.**

Farmers or producers who are fined by the District of Columbia, County or State officials for violations or non-compliance with health regulations are solely responsible for paying those fines. All fines must be settled before the farmer or producer can return to sell at FRESHFARM Markets.

The following is a basic summary of required permits and how to acquire them. This information is provided for guidance only and is not all-inclusive. Farmers and producers are ultimately responsible for obtaining and providing copies of any and all necessary permits for sale and production, and

including them in their application.

### **Alcohol Vendors**

Please refer to the following links for information on licensing to sell at farmers markets:

- District of Columbia: <https://abra.dc.gov/>
- Maryland: [https://mda.maryland.gov/maryland\\_products/Pages/farmers\\_market\\_dir.aspx](https://mda.maryland.gov/maryland_products/Pages/farmers_market_dir.aspx)
- MD Breweries:  
[https://mda.maryland.gov/maryland\\_products/Documents/Breweries\\_At\\_Markets\\_Info.pdf](https://mda.maryland.gov/maryland_products/Documents/Breweries_At_Markets_Info.pdf)
- MD Distilleries:  
[https://mda.maryland.gov/maryland\\_products/Documents/Distilleries\\_At\\_Markets\\_Info.pdf](https://mda.maryland.gov/maryland_products/Documents/Distilleries_At_Markets_Info.pdf)
- MD Wineries:  
[https://mda.maryland.gov/maryland\\_products/Documents/wineries\\_at\\_market.pdf](https://mda.maryland.gov/maryland_products/Documents/wineries_at_market.pdf)

### **Farmers/producers selling or sampling food for immediate consumption at Arlington, VA markets**

You must apply for a Temporary Food Establishment License through Arlington County before selling at our markets at Arlington Courthouse, Ballston, Crystal City, and Rosslyn.

- For information on obtaining a license from Arlington County, please call 703-228-7400 or visit: <http://health.arlingtonva.us/environmental-health/farmers-markets/>

### **Farmers/producers selling anything other than whole uncut fruits and vegetables at our Montgomery County, MD markets**

You must obtain a Farmers Market License from those respective counties before selling at our farmers market in Silver Spring

- For more information on obtaining a license from Montgomery County, please contact Kenny Welch at 240-777-3986 or visit:  
<http://www3.montgomerycountymd.gov/311/Solutions.aspx?SolutionId=I-NZCEU>

### **Livestock Farmers**

The USDA requires that all meat, livestock, and poultry sold across state lines must be processed in a USDA-approved facility. Certain licenses, permits, and certificates may require documentation of this.

**Poultry Farmers** must provide documentation of the slaughterhouses they intend to utilize throughout the market season. The slaughterhouse(s) must be a USDA-inspected facility if the farmer intends to sell in interstate commerce. If the farmer operates under any exemptions that allow on-farm processing they must submit applicable permits and certifications required by their state to operate such a facility on-farm. The farmer must also submit one product label for each slaughter method they intend to utilize during the market season. Please note that the USDA requires that all poultry that is sold across state lines be processed in a USDA inspected facility. For example, poultry from a Virginia farm and sold in a D.C. market must be USDA processed.

### **Food Concessionaires**

Guidelines which food concessions are required to abide by, and permits that must be obtained, are different for each market. The individuals that hold these specific permits must be present at all markets for the Concessionaire to sell at each specific market. The permits required are as follows:

DC markets:

Guidelines: DC Special Event Food Concession (NOTE: You are not required to submit the signed form to the DC Department of Health, only to abide by the guidelines.)

Permits Required: In the District of Columbia, at least one on-site staff member must be a certified Food Safety Manager. To obtain your Food Safety Manager certification you must register for the ServSafe Manager Class and exam or any qualifying Food Safety Manager class and exam. Once you pass the exam you must take your certificate of completion, along with two forms of identification, to DC's Food Safety and Hygiene Inspection Services Division, located on the 8<sup>th</sup> Floor of 825 North Capitol Street NE. As of December 2014, the fee for a District Food Handlers permit is \$35, payable with a check or money order.

Silver Spring market:

Guidelines: Montgomery County Farmers Market Sampling Guidelines

Permits Required: Montgomery County Farmers Market License. Issued by the Montgomery County Department of Health and Human Services, Licensure and Regulatory Services (240-777-3986). Fees and license type vary depending on whether you are a farmer or a non-farmer so please consult with the county on which type of license is appropriate for you. Montgomery County Department of Health and Human Services, Licensure and Regulatory Services

(240) 777-3986

Arlington Courthouse, Crystal City, Ballston, and Rosslyn markets:

Guidelines: Guidelines for Vendors in Arlington County

Permits Required: Vendor's License & Certified Food Manager Certificate

Important Notes: Vendor must have a base of operation and must sell from a cart or conveyance.

Arlington County Public Health Division

(703) 228-7400

Farmer Certificates, Product Plans, and Labels

Farmers and producers must abide by all applicable federal, state and local health regulations in the harvest, preparation, labeling and safety of the product(s), s/he brings to market. Farmers and producers will be responsible for obtaining and paying for any permits and licenses required by the District of Columbia and the states and counties where markets are located in Maryland and Virginia. All permits and licenses must be kept current for the entire market season.

Producers must include a copy of all applicable permits for production and sale, including those from the health department of the state or county where the products originate, as described below in the "Producer Certificates/Licenses/Permits" section. **An application is not considered complete without the inclusion of all applicable permits for all products.** Farmers and producers must have submitted all required application materials before attending markets.

A current product list must be submitted with the application. **First-time farmer applicants** to FRESHFARM Markets must provide the Farmer Certification Form, and it must be signed by your County Extension Agent or other third party inspector (i.e., USDA Organic, Food Alliance) as verification of your farmer status. First time producer applicants should submit permits certifying valid inspection from the health department.

Only items listed in your completed application can be sold at FRESHFARM Markets. You must list all products that you plan to bring to market. FRESHFARM reserves the right to unselect any items for a variety of reasons including product balance and local sourcing. If you want to bring additional or new products to market that are not on your original market application, you must let market management know in writing what those products are and get prior approval from market management before bringing these products to market.

**Egg producers** must submit (1) product label they intend to use on their product for each market they apply for admission. This will also serve as a baseline for all products for sale at each farmers market the producer has applied to. They must also submit any and all certifications required by their state to be an egg producer as well applicable certifications required in the state where the producer's market operates.

**Livestock farmers** must submit produce labels for at least (1) cut of meat they intend to sell at market. This label must adhere to the product labeling guidelines as mandated under the Federal Meat Inspections Act and should serve as a baseline for all meat products sold at a farmers market.

**Poultry farmers** must also submit product labels for at least (1) poultry product that they intend to sell at market to serve as a baseline for all products. These labels should adhere to the Poultry Products Inspection Act. The farmer must provide labels for each slaughtering process they intend to use, i.e. federal inspected facility, state inspected facility, or on-farm slaughter.

### **Market Operations**

FRESHFARM's on-site Market Managers are responsible for administering and enforcing all FRESHFARM Markets Rules and Procedures, as well as public safety, space assignments, market data collection, EBT/SNAP transactions and incentive programs, and market public education programs. Market Managers are trained by FRESHFARM prior to the market season and are instructed to handle and resolve any issues that may arise during the markets. The FRESHFARM Markets' management has final authority in resolving issues in a civil and efficient manner.

#### **Market Opening and Closing**

Farmers and producers must arrive at least thirty minutes before the market opens and be fully set up by the time the market bell is rung. No farmer or producer may drive into the market site after the market has opened without permission of FRESHFARM Markets' management. Latecomers may be denied admission, or admitted and located at the market management's discretion. If arriving more than two hours before the market opens, farmers and producers should not expect to be able to park or set up. Market management will advise regarding specific logistics for individual market sites.

All markets will open and close with the ringing of a market bell. **No sales are allowed before the market opens ("don't sell before the bell")**. At the closing bell, all farmers and producers must begin packing up to leave the market site, but may continue to sell as they pack up unless instructed otherwise by FRESHFARM management. Farmers and producers must leave the market site as soon as possible or park their vehicles in accordance with traffic laws and any posted parking signage at the market site.

#### **Parking**

Consult your market's welcome packet and market management about where to park your vehicle.

During market, you must place a FRESHFARM parking permit visibly in the front windshield dash of your vehicle. Without a visible permit, we are not liable for parking violation fines. If you receive a parking ticket during market hours with your permit displayed while parked in a designated FRESHFARM parking spot, please let market staff know, and we will provide you a letter which can be sent to adjudication services. FRESHFARM cannot guarantee that parking tickets received during market hours or near market locations will be dismissed.

### Market Delays & Closings

FRESHFARM Markets are open rain or shine and failure to attend on rainy or poor weather days will count towards your total absences and impact decisions for future market acceptance.

Recognizing it is the mission of FRESHFARM to provide a venue for farmers and producers to sell their products, it is also our responsibility to ensure a safe market environment. The Markets team will make decisions to alter market times based on weather reports and on-site market conditions. It is the authority of Market Managers and FRESHFARM senior staff to close a market early, open a market late, or cancel a market day due to severe or inclement weather, or other extraordinary circumstances. Farmers and producers will be notified in a timely way by email and telephone. During inclement weather events, it is up to the individual farmer or producer to weigh factors and make a decision about whether or not to attend market that day. Absences due to severe or hazardous weather (not just rain) will not count against one's market attendance record.

### Market Coupons

FRESHFARM employs a coupon system at all of our markets in order to allow the use of SNAP (EBT/food stamps), WIC, SFMNP, and our incentive program, FreshMatch. Additionally, we use coupons to facilitate market promotions and gift certificates. **All farmers and producers are required to accept FRESHFARM and FRESHMATCH coupons.** A detailed description of the coupon system will be provided in market welcome packets. Please review carefully and share with ALL of your staff who will work markets. Ask your Market Managers if you have further questions about the coupons.

FRESHFARM will collect coupons at the end of each market and provide vendors with a receipt for their records. The total amount will be subtracted from vendors' percentage of sales fee for that market day. If you are unable to redeem your coupons during market, you can turn them in at the same market the following week. We ask that you refrain from bringing coupons received at one market to another market because we need to track the redemptions for each market separately. If you do have coupons from multiple markets, we will still be able to process the redemption.

Please make sure to review the coupons you receive carefully. All coupons that can be spent at our markets will say FRESHFARM. The only exception to this are the DC FRESHMATCH coupons which say DC FRESHMATCH and list FRESHFARM, Arcadia, and other participating markets. The DC FRESHMATCH coupons can also be accepted at FRESHFARM markets.

It is strictly prohibited to give change for any market coupon or to use any of the market coupons as a form of change.

### Market Tokens

As of the 2019 season, we are no longer distributing market tokens. They have all been replaced with paper coupons. However, FRESHFARM market tokens do not expire and we will continue to honor any



FRESHFARM tokens redeemed at market and reimburse them as we do with coupons. Please make sure to review the tokens you receive carefully to ensure that it says FRESHFARM as we are not able to reimburse for tokens from other markets.

### Farmers' Market Nutrition Programs

**All vegetable/fruit farmers are required to register to accept Farmers' Market Nutrition Program** coupons for low-income Women, Infants and Children (WIC) and Seniors (SFMNP) from customers for qualifying purchases. This has always been strongly encouraged, and is mandated as of the 2018 season. Farmers that refuse to comply will not be admitted to market.

To apply to be eligible to accept coupons in DC and Maryland, please contact:  
Jessie Lupo, District of Columbia Department of Health at (202)-442-9397

Terri Buckler, Maryland Department of Health, at (410)-767-5722

Virginia does not offer WIC FMNP benefits. The Virginia Department of Aging does offer Senior FMNP benefits, but *only* Virginia farmers can accept them.

For more information please contact:

David Robishaw with the Virginia Department of Agriculture at (434)-984-0573.

Customers will spend these checks directly with you. They are valid exclusively for fresh fruits and vegetables (no dried, processed, frozen, canned, etc.), including herbs and mushrooms. No change can be given, so please help customers round out their purchase to reach the allotted amount (typically \$5 per check). FRESHFARM management will provide you with receipts to give to WIC and SFMNP customers so that they can participate in our Matching Dollars program. Each customer should receive receipts to match the amount of WIC or SFMNP checks they spent. If they are unfamiliar, please let them know that they can take receipts to the orange Market Info tent to receive FreshMatch coupons.

### eWIC

The Maryland Department of Health (MDH) is currently in the process of transitioning to eWIC, a system which will replace the WIC Fruits and Vegetable Checks (WIC FVC) with an electronic benefits card, which will work similarly to a debit card. In order to accept eWIC cards, farmers will need to enroll in the program and will receive a processing machine. A number of farmers at our Silver Spring Market are currently enrolled to accept eWIC.

Farmers who are not currently enrolled to accept eWIC can do so by reaching out to Terri Buckler at (410)-767-5722 or [terri.buckler@maryland.gov](mailto:terri.buckler@maryland.gov). Please note that you will not be automatically enrolled to accept eWIC if you were enrolled to accept WIC FVC in previous years.

### Sales Tax

Farmers or producers selling non-edible products, such as flowers, plants, wreaths, yarn, wool blankets, soap/skin care, ready-to-eat foods or other items that are subject to sales tax, should comply with local and state tax regulations. Businesses selling taxable products at market must clearly communicate to customers that tax is included on applicable items sold. Farmers or producers must provide their sales tax identification number and a copy of their sales tax card when applying. Also, applicants should be aware that the state of Virginia requires sales tax on all retail food sales. Applicants applying for Virginia markets will need to comply with these requirements as mandated by

the state of Virginia. All ready-to-eat and food concessions in DC, Maryland and Virginia are subject to sales tax. Farmers and producers are solely responsible for compliance with local sales tax requirements. Farmers/producers who are subject to sales tax should report net sales (after deducting the sales tax) to FRESHFARM Markets.

### Credit Card Fees/Currency

All credit card fees must adhere to local and federal regulations. For more information on regulations surrounding credit card fees and minimums, please review [this resource](#), [Or pg. 698 of the Dodd-Frank Wall Street Reform and Consumer Protection Act](#). If implementing a credit card fee or minimum, you must have a sign to notify shoppers.

All vendors must accept cash as a form of currency however, vendors are welcome to advertise their preference for credit cards.

### Market Space Assignments

The FRESHFARM management team retains control of all unassigned space openings. Such spaces will be available to current and new farmers or producers who wish to change the size or location of their space. Requests from current farmer or producers for space assignment changes will be considered before locating new farmers or producers in a market. Space assignments to new farmers or producers will be made at the market management's discretion to ensure the viability of the markets and the diversity of the marketplace.

## **Stall Requirements**

### Market Canopies/Tents/Umbrellas/Tables

All canopies, tents, umbrellas, and other forms of stall cover must be sufficiently and safely secured to the ground with weights from the moment the canopy is erected until it is taken down. If tents are inadequately secured, Market Managers will ask the farmer or producer to take it down and may not be allowed to sell or be required to sell without it.

Sufficiently means at least 100 pounds of weight per tent (25 pounds per tent leg), and at least 50 pounds for umbrellas. Tents may be secured to vehicles, but additional weights are required on the tent legs that are not tethered to the vehicle (25 pounds each). For questions about types of tent weights and ways to secure them, please contact your Market Manager.

Safely means that the method used to secure the canopy does not create safety hazards. Tent weights:

- should not cause a tripping hazard.
- should be tethered with lines that are clearly visible.
- tethers that are taut
- should have soft edges to avoid causing scrapes and cuts.
- should be securely attached to the canopy.
- should be on the ground or secured to the tent if hanging.

Inspections are conducted by Market Managers to ensure all tents are properly secured. Failure to secure a tent with the appropriate weights will lead to a \$25 fine per infraction and potential expulsion if infractions continue. Fines will be applied to your monthly market invoice.

In some cases of extreme wind weights may be necessary to secure tables and other objects. FRESHFARM highly encourages all vendors to bring extra weights to ensure the safety of staff and customers.

In Montgomery County and, as a result, our Silver Spring market, tents are required by the department of health.

### Maintenance and Appearance

Tables and other fixtures should be in good repair. Tablecloths are required unless otherwise discussed with FRESHFARM. Market products should be safe and in good condition. Products that do not meet these safety and quality criteria may be removed at the Market Managers' discretion. Farmers and producers who fail to comply with this requirement are subject to suspension or expulsion from FRESHFARM.

### Safety

All vendors must comply with existing fire code regulations. Vendors cooking on-site should have fire retardant tents. For more information on relevant fire code regulations, please consult the links below.

Washington, DC: [Fire and EMS Department](#)

Montgomery County: [Montgomery County Fire & Rescue Service](#)

Arlington County: [Arlington County Fire Department](#)

Fairfax County: [Fairfax County Fire & Rescue Services](#)

### Sanitation

Farmers and producers must maintain their market stands and spaces in a clean and sanitary condition. All food must be kept at least 6 inches off the ground. Each farmer or producer is responsible for bringing a broom and trash bags and is required to keep the market area free of any debris. In snowy weather, FRESHFARM recommends that farmers and producers bring at least one shovel to market to help clear their space.

FRESHFARM reserves the right to perform random health inspections to ensure that all farmers/producers are keeping acceptable food temperatures, hand washing stations as needed, and adhering to other essential ServSafe guidelines. If issues are found the farmer/producer will be referred to the Health Department for further inspection.

### Leave-no-waste trash policy

FRESHFARM is committed to a clean and environmentally friendly leave-no-waste trash policy. We require that all producers provide their own receptacles for all waste generated from the sale or sampling of their products. Farmers/producers are responsible for hauling away any trash collected and for leaving their booth area clean of debris. Farmers/producers may not leave trash for market staff to dispose of or overflowing in city trash containers. Those found in violation of our waste policy are subject to fines, suspension, or expulsion if the issue continues.

### Market Food Samples

Food samples must be prepared behind the farmer's or producer's market stand and presented in a safe and sanitary manner, according to the state Department of Health code and the discretion of FRESHFARM's management. The farmer or producer must provide trash receptacles for the disposal of any sampling materials such as cups, utensils or toothpicks.

### Signage

All farmers/producers are required to post prices at all times. Each farmer/producer is required to post a farm/business sign at their stand on every market day. The farm or business sign should be mounted on the farmer or producer's vehicle or on, or next to, the market tables/tent. The farm or business sign and lettering should be large enough to be easily read from a reasonable distance.

Farmers must hang WIC/Senior FMNP signage if enrolled in the program.

FRESHFARM reserves the right to attach signage to your tent for marketing and promotional purposes (i-signs, feather banners, feather flags etc).

### Scales

Scales must be registered as legal for trade and meet local and/or state regulations for commercial scales. Scales must be placed so that they are clearly visible and legible to customers at all times. Scales may be checked annually for accuracy at the market site by officials in DC, Maryland or Virginia. All farmers and producers selling by weight in the District of Columbia must register their scales online through the following web link: <http://dcra.dc.gov/service/register-devices-weights-and-measures>

### Shopping Bags

FRESHFARM requests that all farmers and producers use biodegradable or compostable bags (and/or paper bags) rather than plastic bags. Farmers/producers may also sell reusable bags at market and are encouraged to incentivize shoppers to use reusable bags. FRESHFARM prefers that all reusable shopping bags sold at market are made in the USA.. Farmers/producers are also responsible for complying with any relevant bag regulations required by the market's administration.

### Generators at Market

FRESHFARM encourages farmers and producers to be mindful of others selling at market when operating a generator. In an effort to prevent excessive and disturbing noise at market, generators must not exceed 65 decibels (dB) while in operation. To identify the operational dB level of your generator consult with the manufacturer's specification sheet and manual. Complaints of excessively loud generators will be addressed with a calibrated reading by FRESHFARM market staff.

## **Market Sales & Fees**

FRESHFARM exists to provide vital economic opportunities for regional farmers and to ensure an ongoing supply of fresh, local produce for residents of DC, Virginia and Maryland. One way we act on this mission is through operating vibrant farmers' markets. Year over year sales are one of the key measures of a farmers markets success, so it is important that all vendors provide accurate and timely data throughout the market season. Starting in 2020 all vendors will be required to submit sales data to the FRESHFARM team through the Master Market Tracker System.

**ALL farmers and producers are required to:**

**REPORT** individual gross market sales for *each* FRESHFARM Market they are in using an online form (<https://tinyurl.com/2o2ovendorsales>). **DO NOT** report sales via Managemymarket.com in 2021. Vendor sales must be reported within a week of market.

- Farmers and producers are expected to report their market sales by the Sunday of the following calendar week.
- If an additional week passes and sales have not been reported your account will be considered overdue.
- For example, you attend the CityCenterDC market on Tuesday May 5th, the Penn Quarter market on Thursday May 7th and the Mosaic market on Sunday May 10th. Reported sales for all three market dates are due no later than Sunday May 17th. If sales are missing for either of these market dates on Sunday May 24th your account will be considered overdue.
- If market sales go unreported for more than two weeks you will be eligible to be suspended from the market until all sales are reported and market fees are paid. Additionally, FRESHFARM may require the farmer/producer to commit to following a prescribed reporting and payment plan for the remainder of the market season.
- Reported sales must be broken out into credit card, cash and if applicable WIC FMNP, WIC CVV, Produce Plus, and Senior FMNP totals.
- This does not include matching and other market coupons which are to be turned in to market management at the end of every market day.

If farmers/ producers can not report through the Master Tracker, they can contact their market manager or call into the office (202-362-8889) to work through the issue. Additionally, FRESHFARM may require the farmer/producer to commit to following a prescribed reporting and payment plan for the remainder of the market season.

**PAY** a market fee based on a percentage of total gross sales (including tokens and coupons collected but excluding any sales tax charged). Invoices are issued and paid on a monthly basis. Fees are as follows:

- Farm, 6% - At least 80% raw agricultural products sold.
- Farm Producer, 6% - More than 20% of products sold are value-added. Includes farmstead alcohol.
- Farm Concessionaire, 6% - Farmer primarily selling prepared foods utilizing some/all of their own product.
- Non-farm Producer, 8% - Value-added products with majority of ingredients sourced from local farms.
- Concessionaire, 10% - Prepared foods with majority of ingredients sourced from local farms.
- Farm-sourced Alcohol, 10% - Non-farm Producer selling alcoholic beverages made with ingredients sourced from local farms.
- Coffee/Exceptions 12%

FRESHFARM now utilizes Quickbooks for invoicing services. Invoices for market fees will be processed monthly and sent out via email to farmers and producers on the 15th of each month. Invoices are payable online though you can also pay your fees by check or money order payable to "FRESHFARM Markets" and mailed to:

FRESHFARM

655 New York Avenue NW  
 WeWork, 6th Floor  
 Washington, D.C. 20001

Cash payments and checks will not be collected at the markets. If a fee payment check is returned for insufficient funds, the farmer or producer must resend market fees by money order or cashier's check with a \$35 bank fee added.

Failure to pay outstanding balances in full after 60 calendar days will result in suspension from markets until the account is paid in its entirety. Please see the example scenario below:

May 15	April invoice sent	
June 15	-April invoice unpaid, late fee applied, invoice resent -May invoice sent	April invoice 30 days late
July 15	-April invoice unpaid, resent -May invoice unpaid, late fee applied, invoice resent -June invoice sent <b>-Suspended from market until all 3 invoices are paid.</b>	-April invoice 60 days late -May invoice 30 days late

Full season and winter market applications for any vendor with an outstanding debt that is more than 60 days overdue will not be considered until their outstanding debt is paid in full.

Market fees pay for market permits and licenses, liability insurance, parking meter fees, market staffing, market signage and printed materials, marketing, market equipment, market educational programs and promotion of the market.

Inaccurate or fraudulent reporting jeopardizes the future of FRESHFARM and the individual success of every farmer and producer at the markets. Fraudulent reporting or failure to remit market fees may result in fines and suspension or expulsion from FRESHFARM Markets. FRESHFARM reserves the right to perform unannounced, third party sales audits at market.

### Market Conduct

FRESHFARM expects market farmers, producers, and their staff to conduct themselves in a manner that contributes to a positive experience for our customers, and for the market community at large. This includes (but is not limited to): not idling your engine, not playing loud music, refraining from smoking, properly securing your tent/canopy/umbrella, rule compliance, being kind and courteous to market managers, other vendors, and offering excellent customer service. Your at-market staff should be well versed in the products they are selling, and provide positive customer service to ensure a pleasant shopping experience. We ask that farmers and producers not leave their booths unattended

during market hours. If you are working alone and need a break, please ask a Market Manager to fill in for you.

Common courtesy and respect are essential to the success of FRESHFARM Markets. FRESHFARM management expects market participants to be honest and to conduct themselves in a courteous and friendly manner with other market participants, staff, and shoppers.

#### Market Attendance

A minimum attendance of 90% of market days is required for a full-time farmer or producer to be considered for admission to FRESHFARM the following season. This minimum attendance requirement may be waived at the discretion of the market management.

All farmers and producers are required to arrive at least thirty minutes before the market opens. Three late arrivals will be counted as one absence against your attendance record, and will negatively impact consideration for admission the following season.

If you know in advance that you will miss a market, please update your schedule in the market application platform and contact your market managers by emailing [absent@freshfarm.org](mailto:absent@freshfarm.org), so the market setup can be modified and/or the space filled on a temporary basis. If you are delayed and will be arriving late to market please give market managers as much advance notice as you can.

#### Smoking

FRESHFARM has a NO Smoking policy enforced on the market site during market hours. If you must leave the premises to smoke, please wash your hands before returning to market.

#### Harassment Free Workplace

The following is FRESHFARM's harassment-free workplace policy as it pertains to FRESHFARM employees. We consider the same policy applicable at our farmers markets concerning all staff of farmers/producers that work at the markets. Staff that experience harassment are encouraged to report incidents to FRESHFARM. Any farmer/producer/business that is found to be violating this policy is subject to penalties, including possible suspension or expulsion from the market.

FRESHFARM is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment.

Therefore, FRESHFARM expects that all relationships among persons in the office, schools and markets will be business-like and free of bias, prejudice and harassment. It is the policy of FRESHFARM to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, immigration status, age, disability, genetic information, marital status, amnesty or status as a covered veteran. FRESHFARM prohibits any such discrimination or harassment.

FRESHFARM encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of FRESHFARM to promptly and thoroughly investigate such reports. FRESHFARM prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

## Definitions of Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of their race, color, religion, gender, sexual orientation, gender identity, national origin, immigration status or citizenship, age, disability, marital status, genetic information, veteran status, or any other characteristic protected by law or that of their relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment via email, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

## Individuals and Conduct Covered

These policies apply to all applicants' employees and markets where FRESHFARM operates. Whether related to conduct engaged in by fellow employees or someone not directly connected to FRESHFARM (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

## **Administration of Rules and Procedures**

### Producer-Only Violations

Complaints of a suspected violation of the producer-only rule must be submitted in writing to FRESHFARM's management team. To file a complaint, or report a suspected rule violation, please send a letter or email the markets team (markets@ffm.org). The identity of the person filing a complaint shall be kept confidential. The market management team may notify the subject of the complaint in writing and confer with appropriate parties, if necessary, to determine what level of investigation is



necessary, including but limited to a site inspection by FRESHFARM or by a third party. Farmers or producers refusing to cooperate with a site inspection may be permanently removed from the market.

Any farmer or producer who is found to have violated the producer-only rule will receive a warning. Failure to comply with the producer-only rule following the warning will result in a temporary suspension or permanent removal from the market, depending on the severity of the offense.

Violations of Market Conduct, Operational Requirements, and/or Stall Requirements

Violations of market conduct, operational requirements, and/or stall requirements will result in citations by market management. Farmers/producers will receive two warnings regarding the violation. The third citation will result in a mandatory visit with FRESHFARM staff to discuss market conduct. Further violations may be grounds for suspension or expulsion from the market. Penalties for late sales reporting and/or late fee payments are outlined under Fee Structures.

Advisory Committee to FRESHFARM Markets for Rules, Procedures & Product Guidelines

In order to ensure that the farmers markets created and operated by FRESHFARM continue to promote the viability of agriculture in the region and to remain flexible for emerging situations related to all farmers and producers, an Advisory Committee was created. This Advisory Committee serves at the direction of FRESHFARM Board of Directors and recommends changes to the FRESHFARM “Rules, Procedures & Product Guidelines” on an annual basis or as needed for a specific market issue.

FRESHFARM Market Purchase Receipt			
PRODUCER _____			
MARKET _____			
DATE _____			
MARKET MANAGER NAME & FRESHFARM STAMP			
FARM NAME & ITEM PURCHASED	QTY	PRICE	TRADE ?
