



INVITATION TO BID

Purchase of Cisco Network Equipment by the Florida State Fair Authority

ITB # FSF -05-01-17

Bid Due Date: May 1, 2017, at 12:00 PM EST

Contact Person:

Randall Foster
4800 U. S. Highway 301 N.
Tampa, Florida 33610

E-mail: Randall.Foster@floridastatefair.com

ACQUISITION OF CISCO NETWORK EQUIPMENT

The purpose of this Invitation to Bid (“ITB”) is to solicit bids from interested persons (“Bidder(s)”) to provide Cisco Network Equipment to be utilized by the Florida State Fair Authority. The Florida State Fair Authority is located at 4800 Hwy 301 North, Tampa, Florida 33610 (“Fairgrounds”). It is the intent of the Authority to seek bids from qualified bidders to establish an agreement for providing the specified Cisco equipment and warranty.

A. INVITATION TO BID ANTICIPATED TIME TABLE

DATE		PROCESS
04/24/2017		Invitation to Bid published
05/01/2017	12:00 PM ET	Bids due to Authority
05/01/2015	3:00 PM ET	Bid Opening and compilation
05/01/2017	5:00 PM ET	Award Posting

B. SUBMISSION INSTRUCTIONS

Bidders shall submit the response to this ITB using an electronic version, which may be either emailed to Randall.Foster@floridastatefair.com or delivered to the Authority on a USB thumb drive in .pdf format, with the envelope marked with “Florida State Fairgrounds ITB Response” and delivered to the Authority. In either event, the ITB response must be received by May 1, 2017, at 12pm ET. Responses on a USB thumb drive must be delivered to the following physical address:

Florida State Fair Authority
4800 U. S. Highway 301 N.
Tampa, Florida 33610
Attn: Randall Foster
Randall.Foster@floridastatefair.com

Respondents delivering the materials in person or wishing to attend the bid opening must enter through the Orient Road entrance and proceed to the administration office.

C. SPECIFICATIONS

The following specified items may be bid upon as new or used/refurbished with lifetime warranty. Lifetime warranty shall be for the lifetime of the respondent company, not the end of life or end of support date by Cisco. A Bid Price Sheet, to be completed by Bidder, is included as Attachment “A”.

Part	Quantity
AIR-CAP3702E-A-K9 W/ANTENNAS	5
AIR-CAP3702I-A-K9	10
C3KX-NM-10G	16
C3KX-NM-1G	20
C3KX-PWR-1100WAC	16
C3KX-PWR-350WAC	16
CAB-STACK-50CM	25
WS-C3560X-24P-S	18
WS-C3560X-48P-S	2
WS-C3750X-12S-S	16
WS-C3750X-48PF-S	4
WS-C3750X-48T-S	2

D. SPECIAL CONDITIONS

1. INVITATION TO BID OPENING:

If Bidder elects to mail/ship its response to this ITB by delivery of a thumb drive, the Bidder must allow sufficient time to ensure the Authority's proper receipt of the bid by the time specified above. Regardless of the form of delivery, it is solely the responsibility of the Bidder to ensure that the response to this ITB arrives at the above address no later than 12:00 P.M. on May 1, 2017.

E. STANDARD CONDITIONS

1. COST OF PREPARING AND SUBMITTING STATEMENTS

Each Bidder shall pay their own costs and expenses in connection with responding to this ITB, any negotiations or discussions, and/or any contract, agreement or transaction ultimately awarded by or entered into with the Authority, unless otherwise specifically agreed by the Authority in writing. The Authority is not responsible for any expenses that any Bidder may incur in the preparation or submittal of any document(s) or the making of any presentation to the Authority or the conducting of any interview, including but not limited to, costs associated with travel or accommodations.

2. CONFLICT OF INTEREST DISCLOSURE

All Bidders must disclose with their response the name of any officer, director, partner, employee or agent of the firm who is also a director, member, or employee of the Authority. By submitting a response, a Respondent shall be deemed to represent and warrant the following to the Authority:

No person or entity employed by the Authority or otherwise involved in preparing this ITB on behalf of the Authority: (i) has provided any information to Respondent that was not also available to all entities responding to the ITB; (ii) is affiliated with or employed by Bidder or has any financial interest in Bidder; (iii) has provided any assistance to Bidder in responding to the ITB; or (iv) will benefit financially if Bidder is selected; and Bidder has not offered or given to any Authority employee any gratuity or anything of value intended to obtain favorable treatment under the ITB or any other solicitation or other contract, and Bidder has not taken any action to induce any Authority or State officer or employee to violate the rules of ethics governing the Authority or State and its employees. Bidder has not and shall not offer, give, or agree to give anything of value either to the Authority or State, or any of its employees, agents, job shoppers, consultants, managers, or other person or firm representing the Authority or State, or to a member of the immediate family (i.e., a spouse, child, parent, brother, or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this ITB. As used herein, "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment and transportation (other than that contemplated by this ITB, if any, or any other contract with the Authority or State) which might tend to obligate an Authority or State employee to Respondent, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment, or business opportunity. Such term shall not include work or services rendered pursuant to any other valid Authority or State contract.

3. RESTRICTED COMMUNICATIONS – CONE OF SILENCE:

The Authority has established a cone of silence applicable to this ITB. The cone of silence will be imposed beginning with the advertisement of this ITB and will end upon the earlier of the selection of a Bidder by the Authority or the termination of the procurement process by the Authority. The cone of silence prohibits any communications regarding this ITB or respecting any

issue related to this ITB between (i) a potential Bidder, (which includes vendors, service providers, bidders, proposers, lobbyists, consultants and advisors) and their representative(s), on the one hand, and Authority staff, on the other hand, except for communications made pursuant to this ITB, provided the communication is strictly limited to procedural matters or is otherwise expressly permitted by this ITB (such as, for example, providing a response to a direct inquiry or request for clarification from the Authority), (ii) a potential Bidder and their representative(s), on the one hand, and an Authority member / board member on the other hand, and/or (iii) a potential Bidder and their representative(s), on the one hand, and a member of the Authority's Evaluation Committee, on the other hand. However, unless specifically provided otherwise by the Authority, the cone of silence does not apply to (a) communications with the Authority's legal counsel, (b) oral communications at any pre-qualification conference or at any presentation or interview granted by the Authority, (c) oral communications during any Evaluation Committee meeting, and/or (d) communications with Authority staff or Evaluation Committee members by a Bidder during any negotiations between the Authority and that Bidder. Any violation of the cone of silence will render voidable the Bidder's response and/or any awarded agreement or other written commitment.

4. SELECTION NON-BINDING:

Each Bidder acknowledges and agrees that, unless and until a written definitive agreement between it and the Authority has been executed and delivered, the Authority will not be under any legal obligation of any kind whatsoever by virtue of this document or any other written or oral expression. The Authority reserves the right at all times to reject any and all responses when such rejection is in the best interests of the Authority, and/or to reject the response of a Bidder who the Authority determines is unable to adequately perform a contract with the Authority, all in the sole and absolute discretion of the Authority.

5. SUNSHINE LAW AND PUBLIC RECORDS ACT; WAIVER OF TRADE SECRETS.

The Authority is subject to the requirements of the Government in the Sunshine Law, Art. I, § 24(b), Fla. Const.; §286.011, Fla. Stat., as well as the requirements of the Florida Public Records Act, Chapter 119, Florida Statutes. Bidders are hereby notified that information submitted as part of, or in support of, any response hereto will be available for public inspection in compliance with Chapter 119, Florida Statutes. The Bidder shall not submit any information in response to this ITB which the Bidder considers to be trade secret, proprietary or confidential. The submission of any information by Bidder to the Authority in connection with this ITB shall be deemed conclusively to be a waiver by said Bidder of any trade secret or other legal protection which would otherwise be available to Bidder. Any claim to confidentiality or trade secret protection is deemed expressly waived by the Bidder upon submission of any information to the Authority.

6. PUBLIC ENTITY CRIMES; DISCRIMINATION.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to this ITB or enter into any contract to provide any goods or services to a public entity, may not submit a response to this ITB or enter into any contract for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list. A firm that has been placed on the discriminatory vendor list may not submit a response to an ITB on a contract to provide goods or services to a public entity, may not submit a response to an ITB on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a Bidder, supplier, subcontractor, or consultant under contract with any public entity, and may not transact any business with any public entity.

A firm that has been placed on the discriminatory vendor list may not submit a response to an ITB on a contract to provide goods or services to a public entity, may not submit a response to an ITB on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform

work as a Bidder, supplier, subcontractor, or consultant under contract with any public entity, and may not transact any business with any public entity.

7. EMPLOYMENT OF UNAUTHORIZED ALIENS.

The following standard provision shall apply to any contract that may ultimately be awarded as a result of this ITB: The employment of unauthorized aliens by any firm is considered a violation of section 274A(e) of the Immigration and Nationality Act [8 U.S.C. §1324]. If the firm knowingly employs unauthorized aliens, such violation would allow the Authority to unilaterally cancel any contract.

8. NON-LIABILITY; INDEMNITY.

The Bidder contracted pursuant to this ITB shall hold harmless and indemnify to the fullest extent permitted by applicable law, the Authority, the State of Florida, the Authority Members, and all directors, managers, members, trustees, employees, attorneys, consultants, independent Bidders, agents and representatives of each of them (all, collectively, the "Indemnified Parties"), from and against any and all claims, damages, losses, liabilities, penalties, fines, costs and expenses (including reasonable attorney's fees and related expenses) (all, collectively, "Losses") arising out of, resulting from or related to the performance or non-performance of any contract or work or any act or omission of the firm (including also the firm's officers, directors, managers, members, employees, attorneys, consultants, independent Bidders, agents and representatives), provided that such Losses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including loss of use resulting therefrom), or to a breach of any written agreement or commitment by the firm, or to the negligence, recklessness or wrongful conduct or any violation of any applicable law by the firm (or any of its officers, directors, managers, members, employees, attorneys, consultants, independent Bidders, agents and representatives), all regardless of whether or not such Claim(s) are caused in part by any of the Indemnified Parties. The Authority reserves the right, at its option, to participate in the defense of any suit, without relieving the firm of its indemnity obligations. The foregoing indemnification clause shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which otherwise exist in favor of any of the Indemnified Parties under any law, statute, rule, regulation, or ordinance or under any contract or at common law. The foregoing indemnity obligations shall not be limited by the amount of any insurance required to be obtained or maintained by a firm. Nothing herein or in any contract ultimately entered into by the Authority will be construed as a waiver of any immunity the Authority may have under the doctrine of sovereign immunity. If this clause is found to conflict in any way with Florida law, the clause will be considered modified to the minimum extent necessary to remedy the conflict and make the clause enforceable

9. INDEPENDENT BIDDER.

A firm, in performance of any executed definitive agreement with the Authority, shall at all times act in the capacity of an independent Bidder, and neither the firm nor any of its officers, directors, managers, members, employees, attorneys, consultants, independent Bidders, agents or representatives shall be considered an officer, director, manager, member, employee, or agent of the Authority.

10. COMPLIANCE WITH LAWS.

Bidder shall comply with applicable Federal, State, and local laws and regulations and Florida State Fair Authority Regulations and Policies with respect to its participation in the ITB process. If Bidder receives an award as a result of the ITB, Bidder shall continue to comply with the foregoing laws, regulations, and policies. If Bidder fails to comply with the requirements of the proceeding sentences, the Authority in its sole discretion, may disqualify Bidder, or if Bidder has been awarded a contract pursuant to the ITB, the Authority, in its sole discretion may determine that Bidder is in default.

Bidder warrants that there has been no violation of copyrights or patents rights in manufacturing, producing, and/or selling the item (s) ordered or shipped as a result of the bid; and successful Bidder agrees to indemnify and hold harmless the Authority, its representatives, and employees, against any and all liability, loss, or expense resulting from such violation.

11. RIGHT TO TERMINATE.

In the event any of the provisions of the Agreement are violated by the successful proposer, the Authority may serve written notice upon Bidder of its intention to terminate the contract. Such notice will state the reason(s) for the intention to terminate the Agreement. If the violation does not cease and satisfactory arrangements for correction are not made within ten (10) days after the notice is served upon the Bidder, the contract shall cease and terminate. The liability of the Bidder and/or his surety for any and all such violation(s) shall not be affected by any such termination.

12. CERTIFIED MINORITY BUSINESS ENTERPRISES.

The Authority desires to encourage ultimate award of a contract, or subcontracting portions of a contract to, or purchase of goods or services from, State of Florida Certified Minority Business Enterprises ("CMBE"s). Each Bidder must state whether or not they are a CMBE, and if not, what percentage of any total contract price may be spent with CMBE firms who will be supplying them. Only CMBEs properly certified by the State of Florida will be considered in evaluating minority business enterprise status. If Bidder is a CMBE, the Bidder must submit certification documentation as part of its response.

13. NO ASSIGNMENT.

Neither the selection of any Bidder for negotiations following this ITB, any short-listing or ranking of any Bidder, nor any contract ultimately awarded, nor any right related to any of the foregoing, may be assigned, delegated or transferred by said firm without the prior written consent of the Authority.

14. PUBLICITY.

A firm shall coordinate all publicity relating any negotiations or contract with the Authority, and a firm shall not issue or publish (or cause to be issued or published) any press release or publicity statement, written or oral, without prior written consent of the Authority.

15. GOVERNING LAW.

The interpretation and construction of this ITB and any response hereto, any transaction or dispute related thereto or hereto, and any contract that may ultimately be entered into with any Bidder will be governed by and construed under the laws of the State of Florida. The contract documents shall include all terms and conditions of the bid specifications, any addenda, bid proposal, and the Florida State Fair Authority contract issued as a result of this bid.

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BID PRICING FORM & ACKNOWLEDGEMENT

BIDDER ACKNOWLEDGEMENT:

Bidder by virtue of submitting this bid acknowledges that they have read, understand, accept and will comply with all the terms, conditions and specifications of the Invitation to Bid and any addenda issued. Bidders shall thoroughly examine and be familiar with these specifications in the ITB. The failure or omission of any Bidder to review this document shall in no way relieve any Bidder of obligations with respect to this Bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this Bid.

The undersigned Bidder does declare that no other persons other than the Bidder herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making bid for the same article, and is in all respects fair and without collusion or fraud. The undersigned further declares that the specifications have been carefully examined and the Bidder is thoroughly familiar with its provisions and with the quality, type and grade of required materials. The undersigned further declares and proposes to furnish the article called for within the specified time in the bid for the price(s) quoted in Attachment "A".

Furthermore, I certify that I am duly authorized to sign this bid for bidder.

_____	_____	_____
Legal Name of Company	Manual Signature of Company Officer	Date

Print Information Below:

_____	_____	_____
Name of Company Officer	Title of Company Officer	Date

ATTACHMENT "A" BID PRICE SHEET

Bidder must provide a response for each component either new or used/refurbished to be eligible for award.

New

Part	Quantity	Price (ea)	Total Price
AIR-CAP3702E-A-K9 W/ANTENNAS	5		
AIR-CAP3702I-A-K9	10		
C3KX-NM-10G	16		
C3KX-NM-1G	20		
C3KX-PWR-1100WAC	16		
C3KX-PWR-350WAC	16		
CAB-STACK-50CM	25		
WS-C3560X-24P-S	18		
WS-C3560X-48P-S	2		
WS-C3750X-12S-S	16		
WS-C3750X-48PF-S	4		
WS-C3750X-48T-S	2		

Used/Refurbished with Lifetime Warranty

Part	Quantity	Price (ea)	Total Price
AIR-CAP3702E-A-K9 W/ANTENNAS	5		
AIR-CAP3702I-A-K9	10		
C3KX-NM-10G	16		
C3KX-NM-1G	20		
C3KX-PWR-1100WAC	16		
C3KX-PWR-350WAC	16		
CAB-STACK-50CM	25		
WS-C3560X-24P-S	18		
WS-C3560X-48P-S	2		
WS-C3750X-12S-S	16		
WS-C3750X-48PF-S	4		
WS-C3750X-48T-S	2		

By affixing signature to this **BID PRICE SHEET**, bidder acknowledges reading and agrees to accept all terms, provisions, and conditions contained in this Invitation to Bid.

BIDDER NAME: _____

SIGNATURE (MANUAL): _____

SIGNATURE (PRINTED): _____

ADDRESS: _____