



Invitation to Bid

**REMOVAL AND REPLACEMENT OF THE CEDAR SHAKE SHINGLE ROOF ON THE CARLTON HOUSE
AND CHURCH BUILDING AT THE CRACKER COUNTRY LIVING HISTORY MUSEUM**

ITB # FSF -08-01-18

ITB Response Due Date: August 3, 2018 at 12:00 PM EST

Contact Person:

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REMOVAL AND REPLACEMENT OF THE CEDAR SHAKE SHINGLE ROOF ON THE CARLTON HOUSE AND CHURCH BUILDING AT THE CRACKER COUNTRY LIVING HISTORY MUSEUM

I. GENERAL DESCRIPTION OF THE PROJECT AND SERVICES REQUESTED.

Cracker Country is a rural Florida living history museum located on four acres of the Florida State Fairgrounds. It was established in 1978 by Mildred and Doyle Carlton, Jr. The museum has thirteen historic structures, built between 1870-1912, that were relocated from around the state, restored and furnished to represent home life, commerce and transportation as it was in many rural Florida communities just before the turn of the 20th century. The Florida State Fair Authority (“Authority”) is seeking bids from qualified contractors to remove and replace the aged cedar shake roofs on the Carlton House and the Church building within Cracker Country.

The Carlton House was built in 1885 in Wauchula, Florida. It is the birthplace of Florida Governor Doyle E. Carlton. The Carlton House is approximately 2200 sf. The Church Building, originally located in Gretna, Florida, was constructed *circa* 1900. The 1100 sf building was first used as an African American school, then became the Holy Ghost Church in 1946. Both buildings have cedar shake shingle roofs that have reached the end of their effective life span.

The purpose of this Invitation to Bid (“ITB”) is to solicit responses from qualified contractors (“Contractor[s]”) to remove and replace the cedar shake shingle roof of the Carlton House and the Church Building (“Project” or “Work”). The Contractor selected to perform the work must exhibit a proven ability to provide the services and deliverables as specified herein with the highest level of quality and within the specified time and fiscal limits. Contractor must be able to provide materials and methods that are appropriate in maintaining the historic character of the structure.

II. GENERAL AND TECHNICAL SPECIFICATIONS

- A.** The Contractor shall remove and replace the roofs on the Carlton House and the Church Building (“Roofs”) with a high grade cedar shakes . Contractor shall provide all of the required equipment and tools used for the removal and replacement of the Roofs (“Work” or “Services”). Contractor must be able to provide materials and methods that are appropriate in maintaining the historic character of the structures.
- B.** The removal and replacement of the Roofs is considered to be of an emergency nature, due to the age of the Roofs and the need to install replacement roofs in time for school tours to be held at Cracker Country. Cracker Country is also a major venue for the annual Florida State Fair. Contractors that do not have the capacity to meet the deadlines in this ITB should not reply. Time is of the essence of the agreement entered into by the Authority and the Contractor. The services performed by Contractor must be guaranteed to be completed on or before September 17, 2018.
- C.** The Contractor shall designate a coordinator for the services to be provided pursuant to this ITB. At the request of the Authority, Contractor’s designated coordinator shall meet with Authority staff to determine project progress. The coordinator shall address any failure insufficiencies in the delivery of Services or any other issues arising in the implementation of the construction activities.
- D.** The Contractor shall prepare plans, with the initial concepts, in relationship to existing structures, together, with a general description of the project for approval by the Project Manager/Cracker Country Director. The Contractor shall prepare all documents consisting of plans, elevations, and other drawings, including perspective sketches, and outline specifications to fix and illustrate the size and character of the Project in its essentials as to kinds of material, type of structure, and other such work as may be required.
- E.** The Contractor shall provide:

- (1) Shop Drawings, submittals, and manufacturer specifications.
 - (2) Applicable Permits.
 - (3) Removal of existing cedar shake shingle roofs to the decking and preparation of existing substrate.
 - (4) Delivery and installation complete roofing systems as per permitted plans and specifications, including all necessary items and accessories to comply with the Florida Building Code.
 - (5) Delivery and installation all copings caps, downspouts, scuppers, flashing and sheet metal, as needed.
 - (6) All labor and materials to stock roofing materials.
 - (7) A ten (10) year manufacture warranty and three (3) years materials/workmanship warranty for the installed roof systems.
 - (8) Site and surrounding area clean-up, debris removal, and debris disposal.
 - (9) All safety equipment and trained personnel as per OSHA standards.
 - (10) All equipment necessary to perform the Work.
- F. Contractor shall provide equipment necessary to perform and complete the Work, in all respects. Contractor shall warrant that all services shall be performed in accordance with the ITB specifications.
 - G. Contractor shall comply with the Authority's regulations, policies, and procedures including those relating to hazardous materials and other environmental health and safety issues.
 - H. Contractor shall not be entitled to be paid or reimbursed by the Authority for any services or any other labor, supervision, material or equipment that is in excess of the scope of services. Any unauthorized extra services furnished by Contractor will be provided at Contractor's sole cost and expense and, to the fullest extent possible under applicable law, Contractor waives any claim for unjust enrichment of the Authority arising out of any such extra services.
 - I. The monitoring and auditing of the quality of the Work, including, but not limited to, both scheduled and unscheduled on-site inspections. The foregoing shall include review of incident and other reports and communication with designated Authority's representatives regarding critical issues such as trends in types of incidents and the implications for incident prevention, potential cost savings and improvement of safety procedures.
 - J. Contractor's bid documents ("Bid") shall provide at time of Bid submission:
 - (1) Technical specifications and product approvals for the Roofs, as provided by the manufacturer.
 - (2) Manufacturer warranty terms.
 - (3) References from a minimum of three (3) clients for work of a similar nature.
 - (4) A work schedule detailing the entirety of work phases or events and the presumed duration of each phase or event in calendar days (time for final completion shall be indicated on the Bid Form).
 - (5) Declaration at time of submission, anticipated deviations or inability to comply with any of the conditions, terms, or timelines of the summary of work.

III. PERFORMANCE QUALIFICATIONS DURING TERM OF AGREEMENT

The Authority reserves the right to investigate or inspect at any time whether the Work, qualifications, or facilities offered by the contractor meet the requirements of the Agreement executed pursuant to this ITB ("Agreement"). Contractor shall at all times during the Agreement term remain responsive and responsible. If the Authority determines that the conditions of the solicitation documents are not complied with, or that

the services proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Authority may terminate the Agreement.

A. INDIVIDUAL PERFORMANCE

The Authority has the responsibility to inform the Contractor of specific substandard performance issues by an individual in the employment of the Contractor. After this notice is given, the Authority reserves the right to refuse payment for additional services by this individual if the performance issue is not remedied to the satisfaction of the Authority.

B. CONTRACTOR TEAM PERFORMANCE

The Authority will also have the responsibility, in writing, to inform the contractor of specific substandard performance issues by the Contractor team. After this notice is given, the Contractor will address the issues in writing within a reasonable time frame as described in III(C) below. Authority reserves the right to withhold payment for additional services by the Contractor or terminate the Agreement if performance issues are not remedied to the satisfaction of the Authority within the specified time frame.

C. REASONABLE TIME FRAME

A reasonable time frame to address issues in III (B) will be thirty (30) days after the notice is given, except during the period of seven (7) days before the Fair until three (3) days after the Fair. During this timeframe, all issues must be addressed within a twenty-four (24) hour timeframe.

IV. SPECIAL INSTRUCTIONS TO CONTRACTORS RESPONDING TO THIS ITB.

A. PERFORMANCE QUALIFICATIONS FOR AWARD

Contractor must be prepared, if requested by the Authority, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of the respondent to furnish the Services offered. If the Authority determines that the conditions of the solicitation documents are not complied with, or that the Services proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, the Authority may reject the Bid. Contractor may be disqualified from receiving awards if Contractor, or anyone in Contractor’s employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Authority to make an investigation either before or after an award, but should the Authority elect to do so, Contractor is not relieved from fulfilling all contract requirements.

B. ITB ANTICIPATED TIME TABLE

DATE		PROCESS
7/24/2018		Invitation to Bid published
7/27/2018	10:00 AM ET	Onsite visit. (Enter: Orient Road, to the Administration Office)
7/31/2018		Written Questions due to Authority

8/1/2018		Written Response from the Authority
8/3/2018	12:00 PM ET	Bids due to Authority
8/3/2018	3:00 PM ET	ITB Opening
8/3/2018	5:00 PM ET	Award Posting
8/10/2018		Proposed Start Date
9/17/2018		Deadline for Completion

C. BID FORMAT (the following should be included and referenced with index tabs)

Table of Contents: Identify contents by tab and page number

TAB 1 - Letter of Transmittal. A brief letter of transmittal should be submitted that includes the following information:

- (1) The Contractor’s understanding of the work to be performed.
- (2) A positive commitment to perform the service within the time period specified.
- (3) The names of key persons, representatives, project managers who will be the main contacts for the Authority regarding this project.

TAB 2 - Qualifications. (Abilities, Experience and Expertise) The following information should be included:

- (1) A statement of qualifications, abilities, experience and expertise in providing the requested services.
 - a. A description of what qualifies the Contractor, financial and otherwise, to provide the Fair Authority with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
 - b. An assessment of the Contractor’s abilities to meet and satisfy the needs of the Authority, taking into consideration the requested services, additional services and/or expertise offered that exceed the requirements, or the Contractor’s inability to meet some of the requirements of the specifications.
 - c. References – A minimum of three references, preferably from other public entities within the State of Florida, for whom you have provided similar services. Include the name of entity, contact person’s names, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.
- (2) Identification of senior and technical staff to be assigned to the Fair Authority. Staff named in the Bid may not be substituted without permission of the Fair Authority.
 - a. Resumes, including relevant experience may be included.

TAB 3 - Program Description and Method of Approach. Clearly define the program offered and your method of approach to include, but not limited to the following elements:

- (1) Project Plan/Approach
- (2) Ability to Respond/Scheduling
- (3) Reporting

TAB 4 - Pricing Sheet The cost portion of the Bid should include the following elements:

- (1) Completed and Signed Pricing Sheet
- (2) A listing of any and all additional charges not specifically identified on the Pricing Sheet

TAB 5 - Other Forms. The following forms should be completed and signed:

- (1) Vendor Information form
- (2) Copies of licenses and/or certifications, as required
- (3) W-9 Form. All responses should include a fully completed, most current W-9 form.
(<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

D. SUBMISSION INSTRUCTIONS

Three (3) hard copies and one (1) electronic version on a USB thumb drive in .pdf format, of the ITB response with the envelope marked with "Florida State Fairgrounds ITB Response" and the name of the Contractor must be received by August 3, 2018, at 12 pm ET. Responses 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@freshfromflorida.com

Contractors 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.

E. EVALUATION PROCESS. Bids will be reviewed by a screening committee comprised of Authority employees. The Authority staff may or may not initiate discussions with proposers for clarification purposes. Clarification is not an opportunity to change the Bid. Proposers shall not initiate discussions with any Authority employee or official.

F. CRITERIA FOR EVALUATION AND AWARD. The Authority evaluates four categories of information: responsiveness, responsibility, the technical Bid and price. All Bids must meet the following responsiveness and responsibility criteria.

- (1) Responsiveness. The Authority will determine whether the Bid complies with the instructions for submitting Bids, including completeness of Bid, which encompasses the inclusion of all required attachments and submissions. The Authority must reject any Bids that are submitted late. Failure to meet other requirements may result in rejection.
- (2) Responsibility. The Authority will determine whether the proposer is one with whom it can or should do business. Factors that the Authority may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced Bids, past performance, references (including those found outside the Bid), compliance with applicable laws, proposer's record of performance and integrity- e.g. has the proposer been delinquent or unfaithful to any contract with the Authority, whether the proposer is qualified legally to contract with the Authority, financial stability and the perceived ability to perform completely as specified. A proposer must at all times have financial resources sufficient, in the opinion of the Authority, to ensure performance of the contract and must provide proof upon request. Authority staff may also use Dun & Bradstreet and/or any generally available industry information. The Authority reserves the right to inspect and review proposer's facilities, equipment and personnel and those of any identified subcontractors. The Authority will

determine whether any failure to supply information, or the quality of the information, will result in rejection.

- (3) Technical Bid. The Authority will determine how well Bids meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the Project. The Authority will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.
- (4) Price. Each Bid’s pricing will be scored based on the formula cited below to determine the evaluation point value for Price.
- (5) If less than (3) responsive Bids are received, at the Authority’s sole discretion, the Bids may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

For this ITB, the criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Demonstrated Experience of the Firm and Project Personnel	25
Project Plan/Approach	25
Ability to Respond/Scheduling	20
References	10
Price	20

$$\frac{\text{Lowest Bid Cost}}{\text{Bid Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

V. SPECIAL CONDITIONS

A. INVITATION TO BID OPENING

- (1) If Contractor elects to mail/ship its ITB Bid package, the Contractor must allow sufficient time to ensure the Authority's proper receipt of the Bid package by the time specified above. Regardless of the form of delivery, it is solely the responsibility of the Contractor to ensure that the ITB Bid package arrives at the Authority's Purchasing Department no later than 12:00 P.M. on **August 3, 2018.**
- (2) ITB Bids will be accepted up to, and no Bids may be withdrawn after, the deadline for Bids submission time and date shown above.
- (3) Contract shall include terms and conditions specified in this ITB.
- (4) ITB Bids must be delivered in sealed envelopes/packages clearly marked: **ITB# FSF-08-01-18**

B. INQUIRIES

- (1) Note: Contractors are responsible to insure that the Authority has their point of contact as well as their name, title, company name, address, telephone, and e-mail address in order to receive any addenda.

(2) Direct all inquiries to the Sole Point of Contact, Randall Foster.

C. SOLE POINT OF CONTACT

Any questions concerning this Invitation to Negotiate should be emailed to Randall Foster, Purchasing Administrator.

D. MANDATORY PRE-BID/BID CONFERENCE/VISUAL INSPECTION

It is solely the Bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including, but not limited to possible interference from Authority activities. To aid Contractor in becoming fully informed, the Contractor, or his/her designees must attend the mandatory pre-bid conference on July 27, 2018 at 10:00 a.m., at the Florida State Fairgrounds Administration Building. Authority representative(s) will be available at this time to answer any questions related to this ITB. Any suggested modifications may be presented, in writing to and/or discussed with the Authority's representative(s) at this meeting and may be considered by said representative(s) in formulating possible amendments to the ITB. Failure to attend this pre-bid conference/visual inspection shall result in the disqualification of the Bid.

VI. STANDARD CONDITIONS

A. COST OF PREPARING AND SUBMITTING STATEMENTS

Each Contractor shall pay their own costs and expenses in connection with responding to this ITB, any 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 Contractor 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.

B. RESERVATIONS AND OPTIONS

To the fullest extent permitted by law, the Authority reserves the right to award any combination of services or contracts, reject any or all Bids or responses, and/or waive informalities, minor irregularities, inconsequential deviations, and minor variations from specifications in Bids received. The Authority may accept any item or group of items of any Bid that will produce the most satisfactory results suited to its requirements. Without limiting the foregoing, the Authority reserves the right and options to: reject any or all of the submittals; waive or modify any of the provisions of the ITB; issue subsequent ITBs; cancel the ITB process; waive any errors in responses it receives.

More than one ITB response from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a party is interested in more than one response for the same work will cause the rejection of all responses in which such firm is believed to be interested.

Any or all ITB responses will be rejected if there is reason to believe that collusion exists among those responding and no participants in such collusion will be considered in any future invitations for the same work. Falsifications of any entry made in the firm's response or in any other written or oral communication with the Authority will be deemed a material irregularity and will be grounds for rejection.

ITB responses received by the Authority after the ITB opening time and date will be rejected as untimely and will not be opened. A late response notice will be sent to the firm upon the posting of any award notice. Unclaimed late responses will be destroyed after 45 days.

C. CONFLICT OF INTEREST DISCLOSURE

All Contractors 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:

- (1) 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 Contractor or has any financial interest in Contractor; (iii) has provided any assistance to Contractor in responding to the ITB; or (iv) will benefit financially if Contractor is selected; and Contractor 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 Contractor 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. Contractor 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.

D. MISCELLANEOUS PROVISIONS

- (1) **Change in Contractor's Information:** If after Contractor has submitted a Bid, substantive information provided in that Bid changes, the Contractor must notify the Authority in writing and provide updated information. The Authority reserves the right to evaluate the modified response, eliminate a Contractor from further consideration, or take other action as the Authority may deem appropriate.
- (2) **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 Contractor 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 Contractor, (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 Contractor and their representative(s), on the one hand, and an Authority member / board member on the other hand, and/or (iii) a potential Contractor 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 Contractor during any negotiations between the Authority and that Contractor. Any violation of the cone of silence will render voidable the Contractor's response and/or any awarded agreement or other written commitment.

- (3) **Selection Non-Binding:** Neither this ITB, nor the receipt or acceptance of any response submitted by any Contractor, nor the pre-qualification of a Contractor for a presentation or interview before the Evaluation Committee nor the short-listing or ranking of any Contractor by the Evaluation Committee, nor any oral or written statement related to this ITB made by the Authority or any of its representatives constitutes a binding commitment on the part of the Authority to enter into any contract, development agreement, memorandum of understanding, or other contractual commitment with any Contractor or any other party. Each Contractor 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 Contractor who the Authority determines is unable to adequately perform a contract with the Authority, all in the sole and absolute discretion of the Authority. The Authority also reserves the right to waive any minor irregularity or technicality in or with respect to any response received – but the Authority has no duty to do so.
- (4) **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. Contractors 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 Contractor shall not submit any information in response to this ITB which the Contractor considers to be trade secret, proprietary or confidential. The submission of any information by Contractor to the Authority in connection with this ITB shall be deemed conclusively to be a waiver by said Contractor of any trade secret or other legal protection which would otherwise be available to Contractor. Any claim to confidentiality or trade secret protection is deemed expressly waived by the Contractor upon submission of any information to the Authority.
- (5) **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 contractor, 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 contractor, 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 contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact any business with any public entity.

- (6) **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.
- (7) **Non-Liability; Indemnity.** The entity 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 contractors, 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 contractors, 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 contractors, 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
- (8) **Independent Contractor.** A firm, in performance of any executed definitive agreement with the Authority, shall at all times act in the capacity of an independent contractor, and neither the firm nor any of its officers, directors, managers, members, employees, attorneys, consultants, independent contractors, agents or representatives shall be considered an officer, director, manager, member, employee, or agent of the Authority.

- (9) **Compliance with Laws.** Contractor 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 Contractor receives an award as a result of the ITB, Contractor shall continue to comply with the foregoing laws, regulations, and policies. If Contractor fails to comply with the requirements of the proceeding sentences, the Authority in its sole discretion, may disqualify Contractor, or if Contractor has been awarded a contract pursuant to the ITB, the Authority, in its sole discretion may determine that Contractor is in default.
- (10) **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 Contractor 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 Contractor, the contract shall cease and terminate. The liability of the Contractor and/or his surety for any and all such violation(s) shall not be affected by any such termination.
- (11) **No Assignment.** Neither the selection of any Contractor following this ITB, any short-listing or ranking of any Contractor, 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.
- (12) **Addition/Deletion.** To the greatest extent permitted by applicable law, the Authority reserves the right to add or delete any item from this ITB or any resulting document or contract when deemed to be in the Authority’s best interests.
- (13) **Publicity.** The Contractor that is awarded the contract shall coordinate all publicity relating to Bid 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.
- (14) **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 entity will be governed by and construed under the laws of the State of Florida.
- (15) Within five (5) business days of the award, Contractor will be provided with the Fair Authority’s form construction contract for execution. The final contract will incorporate the terms of this ITB and the Contractor’s response.

E. INSURANCE REQUIREMENTS

- (1) The Contractor shall not commence any work in connection with this contract until obtaining, at a minimum, the insurance described in this section.
- (2) The Contractor must secure and maintain, during the life of this agreement, Worker's Compensation Insurance for all his employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor's insurance. Such insurance shall comply fully with the Florida Worker's Compensation -Law. In case any class of employees engaged in work under his contract at the site of the project is not protected under Worker's Compensation statute, the Contractor shall

provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Authority, for protection of the employees not otherwise protected.

- **Waiver of Subrogation in favor of the Florida State Fair Authority is to be applied to the Workers Compensation** The Contractor shall secure and maintain during the life of the Agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE which shall protect the Contractor and its officers, employees, servants, agents, and Authority from claims for damages and personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the vendor and the amounts of such insurance shall be for, at a minimum, the amounts as follows:
- **Endorsement to the policy naming the Florida State Fair Authority as the Additional Insured applied the General Liability and the Business Auto Liability.**
- **Commercial General Liability**

Each occurrence	\$ 1,000,000
Each aggregate	\$ 2,000,000
- **Business Auto Liability Insurance**

Combined Single limit	\$ 1,000,000
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- **Umbrella or Excess Liability** \$ 1,000,000

The Authority is exempt from paying, and is in no way liable for, any sums of money which may represent a deductible in any vendor's insurance policy. The payment of such deductible is solely the responsibility of the Contractor obtaining the insurance.

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Certificate of Offer

By signing and submitting this Bid, the Contractor certifies that:

- (1) It is under no legal prohibition to contract with the Florida State Fair Authority.
- (2) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- (3) It has no known, undisclosed conflicts of interest.
- (4) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- (5) No offer of gifts, payments or other consideration were made to any Authority employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- (6) It understands the Florida State Fair Authority may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process.
- (7) Respondent hereby warrants to the Authority that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- (8) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- (9) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the Authority.
- (10) It is current in all obligations due to the Authority.
- (11) It will accept such terms and conditions in a resulting contract if awarded by the Authority.
- (12) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT "A"
PRICE BID SHEET

DESCRIPTION

PROPOSED PRICE

ALL SERVICES AS SPECIFIED IN SECTION II OF THE INVITATION TO BID

\$ _____

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

FIRM NAME: _____

SIGNATURE (MANUAL): _____

SIGNATURE (PRINTED): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

FEID/SSN: _____