



**INVITATION TO BID
ENTERTAINMENT HALL GUTTER REPLACEMENT
ITB # FSF 07-02-2018**

ITB Bid Due Date: 07-23-2018 at 2:00 PM EST

Contact Person:

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INVITATION TO BID FOR A PAVING PROJECT AT THE FLORIDA STATE FAIRGROUNDS

I. GENERAL DESCRIPTION OF REQUIREMENTS AND SERVICES REQUESTED.

The Florida State Fair Authority (“Authority”) is seeking proposal or bid from qualified bidders (“Bidders”) to of furnish all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for for the furnishing, setting in place and completion of the gutter and downspout work at Entertainment Hall, a 52,000 sq.ft. building, built in 1988, at the Florida State Fairgrounds (“Fairgrounds”), 4800 Highway 301 North, Tampa, Florida, as pictured and described in composite **Attachment A**, which is attached hereto and incorporated herein by this reference (“Work” or “Project”). The intent of this Invitation to Bid (ITB) is to provide a detailed description of the work to be performed and to ensure the work will be thoroughly performed and completed in a manner that the installation of aluminum gutters and downspouts will be a complete, high-quality job. The contractor shall verify all variables, measurements, dimensions and conditions in performing this Work.

II. GENERAL SPECIFICATIONS

- A. The Bidder shall provide all materials, labor, equipment and services set forth in this ITB and the Agreement entered into in conjunction with this ITB. The monitoring and auditing of the quality of services provided by Bidder, shall include, but shall not be limited to, both scheduled and unscheduled on-site inspections; surveys of the Authority and Authority's representative; and satisfaction, and communications with Authority's representatives following reports of failures or insufficiencies in the delivery of services. 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.
- B. Bidder shall furnish one or more bonds, conditioned upon its faithful performance of all its obligations under the executed contract between the Bidder and the Authority; and upon its payment for all labor, material, and other things used in the performance of the work from a surety acceptable to the Fair Authority, in a sum equal to one hundred per cent (100%) of the total awarded contract. The premium for the bond shall be deemed to be included in the contract price, and no additional compensation shall be payable to the Bidder with respect to such bond.
- C. The successful Bidder shall have been in the roofing business for a minimum of five (5) years and maintain a current business license from the State of Florida. Bidders shall provide documentation of applicable license, certification, and/or commercial experience. Authority reserves the right to request documentation at any time during the contract period. The Bidder must self-perform one hundred (100%) of the primary physical construction Work.
- D. The technical specifications and Scope of Work are described below. A Bid Price Sheet is included as **Attachment B**.
- E. Bidder's proposal shall provide at time of bid submission:
 - 1. References from a minimum of three (3) clients for work of a similar nature.
 - 2. 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 Bid Proposal Form).
 - 3. 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. TECHNICAL SPECIFICATIONS/SCOPE OF WORK

- a. Remove approximately 360 ft. of existing gutters and downspouts and install new commercial type aluminum gutters and downspouts.
- b. Gutters shall be fabricated from 0.0320 inch (0.8mm) thick aluminum. End caps shall be 0.0270 inch aluminum.
- c. Downspouts shall be fabricated from 0.0240 inch (0.6mm) thick aluminum.
- d. Aluminum material shall have baked on organic coating, brown.
- e. Gutters shall be anchored at the roof framing members 2'-0" on center.
- f. Aluminum downspouts shall be anchored with straps within 8 inches of the top and bottom of the vertical section.
- g. Where the downspout breaks at an angle away from the vertical at the juncture with the gutter mechanically fasten the downspout to the gutter. Distance between straps shall not exceed six feet.
- h. Provide movement joints in gutters and downspouts maximum 10 feet on center.
- i. Seal gutter expansion joints with elastic material to make watertight.
- j. Install downspouts with ascending section nested inside descending section.
- k. Fabricate non-moving seams in aluminum with fat-lock seams.
- l. Form seams and seal with epoxy seam sealer.
- m. Gutters shall slope slightly to downspouts so that water does not stand in gutter.
- n. Elbows shall be provided in the aluminum downspouts to transition from the gutter to the face of the building. An elbow shall be provided at the bottom of the aluminum downspout to direct water away from the building where water discharges at grade.
- o. Concrete splashblock should be provided at each elbow.
- p. All accumulation of rubbish and waste materials shall be removed from jobsite. Aluminum gutters and downspouts shall be cleaned as recommended by manufacturer.

IV. SAFETY

Bidder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. Bidder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: All employees on the Project site and other persons who may be affected thereby; all of the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Bidder shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws.

V. WARRANTY

Bidder warrants to the Authority that all materials and equipment furnished under the Contract Documents Agreement executed pursuant to this ITB ("Agreement" or "Contract") will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects (including, but not limited to depression, pot holes and/or chip outs) and in conformance with the Agreement. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Authority's representative, Bidder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranties, expressed and/or implied, shall be provided to the Authority for material and equipment covered by the

Agreement. All material and equipment furnished shall be fully guaranteed by the Bidder against factory defects and workmanship.

VI. PERFORMANCE QUALIFICATIONS DURING TERM OF AGREEMENT

The Authority reserves the right to investigate or inspect at any time whether the services, qualifications, or facilities offered by respondent meet the requirements of the Agreement. Bidder shall at all times during the Agreement term remain responsive and responsible. If the Authority determines that the conditions of the Agreement and this ITB 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 Bidder of specific substandard performance issues by an individual in the employment of the Bidder. 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. BIDDER TEAM PERFORMANCE

The Authority will also have the responsibility, in writing, to inform the Bidder of specific substandard performance issues by the Bidder team. After this notice is given, the Bidder will address the issues in writing within a reasonable time frame as described below. Authority reserves the right to withhold payment for additional services by the Bidder 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 VI (B) will be thirty (30) days after the notice is given.

VII. SPECIAL INSTRUCTIONS TO BIDDERS RESPONDING TO THIS ITB.

A. PERFORMANCE QUALIFICATIONS FOR AWARD

Bidder 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 Bidder 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. Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidder'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 award of a contract, but should the Authority elect to do so, Bidder is not relieved from fulfilling all contract requirements.

B. MANDATORY PRE-BID/PROPOSAL CONFERENCE/VISUAL INSPECTION

It is solely the Contractor'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. The Bidder(s), or his/her designees must attend the Mandatory pre-bid/Proposal conference ("Mandatory

Meeting”). The mandatory meeting shall be held on **12 July, 2018 at 10:00 a.m.**, at the Administration Building located on the Fairgrounds. Bidders must use the Orient Road Service Entrance and drive to the Administration Building. Authority representative(s) will be available at this time to answer any questions related to this Invitation to the 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 Mandatory Meeting shall result in the disqualification of the Bid.

C. ITB ANTICIPATED TIME TABLE (“TIMETABLE”)

DATE		PROCESS
07/09/2018		Invitation to Bid published
07/12/25018	10:00 AM EST	Mandatory meeting and site visit. (Enter: Orient Road, to the Administration Office)
07/16/2018	4:00 PM EST	Written Questions due to Authority
07/17/2018	4:00 PM EST	Answers to Questions from the Authority
07/23/2018	2:00 PM EST	ITB deadline for filing with the Authority
07/23/2018	2:00 PM EST	Bid Opening
07/24/2018	4:00 PM EST	Award Posted
07/27/2018		Contract execution
07/30/2018		Proposed Start Date
08/31/2018		Deadline for Completion

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

TAB 2 - Qualifications. (abilities, experience and expertise) The following information should be included:

- a. A statement of qualifications, abilities, experience and expertise in providing the requested services.
- b. A description of what qualifies the bidder, financial and otherwise, to provide the Authority with the services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
- c. An assessment of the Bidder'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 Bidder's inability to meet some of the requirements of the specifications.
- d. References – A minimum of three references, preferably from other public entities within the State of Florida, for whom similar services have been provided. 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.
- e. Identification of senior and technical staff to be assigned to the project. Staff named in the bid may not be substituted without permission of the Fair Authority.
- f. Resumes, including relevant experience may be included.

TAB 3 – Bid Price Sheet (Attachment B). The cost portion of the proposal should include the following elements:

- a. Completed and signed Bid Price Sheet
- b. A listing of any and all additional charges not specifically identified on the Bid Price Sheet

TAB 4 - Other Forms. The following forms should be completed and signed:

- a. Bidder Certification of Offer
- b. Copies of licenses and/or certifications, as required
- c. W-9 Form. All Bids should include a fully completed, most current W-9 form. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

E. SUBMISSION INSTRUCTIONS

Three (3) hard copies and one (1) electronic version on a USB thumb drive in .pdf format, of the ITB Bid with the envelope marked with "Florida State Fairgrounds ITB Bid and the name of the Bidder must be received by **23 July, 2018, at 2pm ET**. Bids 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

Bidders delivering the materials in person or wishing to attend the bid opening must enter through the Orient Road entrance and proceed to the Administration Building.

F. AWARD OF CONTRACT

The Authority will conduct a comprehensive, fair and impartial evaluation of all qualified Bids. Each Bid will first be evaluated based on the evaluation criteria to determine overall responsiveness and completeness. Failure to submit a complete Bid or to comply with the instructions in this ITB may deem a Bid non-responsive and eliminate it from further evaluation. Bidders should be certain to address each award criteria item thoroughly, as listed below. The following criteria and points will be used to evaluate Bids (Maximum of 80 points):

Qualifications: Bidder's qualifications and experience in successfully completing a project of similar size and scope to those required by this solicitation (0 - 10 points)

Experience: Age of the company, qualifications of key personnel, extent of Bidder activities, locations of Bidder's Florida office(s) and nearest Florida account, and current and past references. (0 - 10 points)

Ability: Preference for companies with a proven ability to effectively have a wide range of unskilled and skilled personnel available. (0 - 10 points)

Financial: The financial stability of Bidder as determined by any and all information received by the Authority as part of the evaluation of Bid. (0 - 10 points)

Price: The competitiveness of Bidder's price for the project described in this ITB. (Maximum 40 points).

The Authority reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, the Authority reserves the right to reject the Bid of any Bidder if the Authority believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Authority. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the Authority indicates to the Authority that the award will be in the best interest of the Project.

VIII. SPECIAL CONDITIONS

A. INVITATION TO BID OPENING

- (1) If Bidder elects to mail/ship its ITB Bid package, the Bidder 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 Bidder to ensure that the ITB Bid package arrives at the Fairgrounds.
- (2) Bids will be accepted up to, and no Bids may be withdrawn after, the deadline for submission time and date shown above.
- (3) Bids shall be opened on the date and at the location indicated on the Timetable. Bidders may, but are not required to, attend. The Authority may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes.

- (4) The contract awarded to a successful Bidder shall include terms and conditions specified in this ITB.
- (5) **ITB Bids must be delivered in sealed envelopes/packages clearly marked:
ITB # FSF 07-02-2018.**
- (6) A Notice of Intent to Award a Contract will be posted to the Authority's website.

B. INQUIRIES/POINT OF CONTACT

- (1) Bidders are responsible to ensure 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, the Authority's purchasing administrator. Randall.Foster@floridastatefair.com

C. MANDATORY PRE-BID/PROPOSAL 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 you in becoming fully informed, the Bidders or his/her designees must attend the mandatory pre-bid conference on **12 July, 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.

VIII STANDARD CONDITIONS

A. COST OF PREPARING AND SUBMITTING STATEMENTS

Each Bidder 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 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.

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 proposals or Bids, and/or waive informalities, minor irregularities, inconsequential deviations, and minor variations from specifications in proposals received. The Authority may accept any item or group of items of any proposal 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 Bids it receives.

More than one ITB Bid 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 Bid for the same work will cause the rejection of all Bids in which such firm is believed to be interested.

Any or all ITB Bids 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 Bid or in any other written or oral communication with the Authority will be deemed a material irregularity and will be grounds for rejection.

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

C. CONFLICT OF INTEREST DISCLOSURE

All Bidders must disclose with their Bid 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 Bid, 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 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.
- (2) 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 Bidder's Information:** If after Bidder has submitted a Bid, substantive information provided in that Bid changes, the Bidder must notify the Authority in writing and provide updated information. The Authority reserves the right to evaluate the modified Bid, eliminate a Bidder 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 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 Bid 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 staff person / 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 staff/Board member, 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 official noticed meeting, and/or (d) communications with Authority staff 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 Bid and/or any awarded agreement or other written commitment.
- (3) **Selection Non-Binding:** Neither this ITB, nor the receipt or acceptance of any Bid submitted by any Bidder, nor the pre-qualification of a Bidder for a presentation or interview before the Evaluation Committee nor the short-listing or ranking of any Bidder 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 Bidder or any other party. 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 Bids when such rejection is in the best interests of the Authority, and/or to reject the Bid 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. The Authority also reserves the right to waive any

minor irregularity or technicality in or with respect to any Bid 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. Bidders are hereby notified that information submitted as part of, or in support of, any Bid hereto will be available for public inspection in compliance with Chapter 119, Florida Statutes. The Bidder shall not submit any information in Bid 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.
- (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 Bid to this ITB or enter into any contract to provide any goods or services to a public entity, may not submit a Bid 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, 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 Bid to an ITB on a contract to provide goods or services to a public entity, may not submit a Bid 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, 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 Bid to an ITB on a contract to provide goods or services to a public entity, may not submit a Bid 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, 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 firm 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

- (8) **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.
- (9) **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.
- (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

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.

- (11) **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 Bid.
- (12) **No Assignment.** Neither the selection of any Bidder 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.
- (13) **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.
- (14) **Publicity.** A firm 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.
- (15) **Governing Law.** The interpretation and construction of this ITB and any Bid hereto, any transaction or dispute related thereto or hereto, and any contract that may ultimately be entered into with any firm will be governed by and construed under the laws of the State of Florida.
- (16) **Final Contract.** Within five (5) business days of the award, Bidder 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 Bidder's Bid.

E. INSURANCE REQUIREMENTS

- (1) During the life of this Agreement, Contractor shall provide, pay for, and maintain, with companies rated in the current Best Policyholders Rating of "A" or better and a financial size rating of Class V or larger as specified in **EXHIBIT "C"** Florida State Fair Authority Insurance Requirements, attached hereto and made a part hereof.
- (2) The acceptance by the Authority of any Certificate of Insurance required in this Agreement evidencing the insurance coverage and limits required in this Agreement does not constitute approval or agreement by the Authority that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.

Bidder Certificate of Offer

By signing and submitting this Bid, the Bidder 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 Bid, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in Bid to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process.
- (7) Bidder hereby warrants to the Authority that the respondent and each of its contractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- (8) Bidder 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 Bidder 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"
PHOTOGRAPHS OF THE EXISTING GUTTERS





ATTACHMENT "B"
BID PRICE SHEET

DESCRIPTION

All services as specified in section II of this Invitation to Bid.

PRICE

\$

By affixing a signature to this Bid Price 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: _____

EXHIBIT C

FLORIDA STATE FAIR AUTHORITY INSURANCE REQUIREMENTS.

Insurance Certificates. The Contractor shall procure the insurance coverage identified below at the Contractor's expense (e.g. within the bid price and Contract Sum) and shall furnish the FLORIDA STATE FAIR Authority (Authority) with an insurance certificate listing the Authority as the certificate holder. And the insured shall provide an Endorsement listing the Authority as an additional insured for the General Liability and Automobile coverage. Evidence of insurance coverage shall be provided on a form acceptable to the Authority. The insurance certificate must provide the following:

- (a) Name and address of authorized agent
- (b) Name and address of insured
- (c) Name of insurance company(ies)
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of Authority as certificate holder
- (i) Event Name and Dates
- (j) Signature of authorized agent
- (k) Telephone number of authorized agent
- (l) Mandatory thirty day notice of cancellation or non-renewal (except ten days for non-payment).

Insurer Qualifications, Insurance Requirements. Each of the insurance coverage required below

- (a) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Florida for the applicable line of insurance, and (ii) shall be an insurer with a Best Policyholders Rating of "**A**" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:
- (b) the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire until thirty days after the Authority has received written notice thereof, as evidenced by return receipt of certified mail or statutory mail, or until such time as other insurance coverage providing protection equal to protection called for in this License Agreement shall have been received, accepted and acknowledged by the Authority.

- (c) Such notice shall be valid only as to the Event/Project as shall have been designated by the Event Dates and Name in said notice.

The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insured").

Required Insurance Coverage. Contractor also agrees to purchase insurance and have the authorized agent state on the insurance certificate that the Contractor has purchased the following types of insurance coverage. Minimum required coverage & liability limits are as follows:

1. **Workers' Compensation Insurance.** The Contractor agrees to provide, at a minimum, Workers' Compensation coverage in accordance with the statutory limits as established by the State of Florida. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. The Contractor shall require all Subcontractors performing work under this License Agreement to obtain an insurance certificate showing proof of Workers' Compensation Coverage.

Contractor shall provide an endorsement from their Insurer with a waiver of subrogation in favor of the FLORIDA STATE FAIR Authority applied to the Workers Compensation Coverage.

2. **Employers' Liability Insurance.** The Contractor shall also maintain Employer's Liability Insurance Coverage with limits of at least:
 - (i) Bodily Injury by Accident \$500,000 each accident; and
 - (ii) Disease Policy Limit \$500,000; and
 - (iii) Bodily Injury by Disease \$500,000 each employee.

The Contractor shall require all subcontractors performing work under this License Agreement to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage.

3. **Commercial General Liability Insurance.** The Contractor shall provide Commercial General Liability Insurance that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project / Event and shall provide at a minimum the following limits:

Coverage Limit

- | | | |
|---------------------------------------|--------------|----------------|
| (a) Premises and Operations | \$1,000,000. | per Occurrence |
| (b) Damage to rented Premises | \$50,000. | |
| (c) Medical Expense (any one person) | \$5,000. | |
| (d) Products and Completed Operations | \$1,000,000. | per Occurrence |

- | | | |
|---------------------------|--------------|---------------------|
| (e) Personal & Adv Injury | \$1,000,000. | per Occurrence |
| (f) Contractual | \$1,000,000. | per Occurrence |
| (g) General Aggregate | \$2,000,000. | per Project / Event |

Contractor shall provide an additional insured endorsement from their Insurer in favor of the FLORIDA STATE FAIR Authority applied to the General Liability.

- 4. Commercial Business Automobile Liability Insurance.** The Contractor shall provide Commercial Business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.
- 5. Commercial Umbrella Liability Insurance.** Not applicable for this Agreement.