

INVITATION TO BID

Purchase and Installation of Chain Link Fencing and Gates

Florida State Fair Authority

ITB # FSF -05-31-17

Bid Due Date: May 31, 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

ITB # FSF-05-31-17

I. GENERAL DESCRIPTION OF REQUIREMENTS AND SERVICES REQUESTED CHAIN LINK FENCING AND ASSOCIATED GATES AT THE FLORIDA STATE FAIRGROUNDS

The purpose of this Invitation to Bid ("ITB") is to solicit bids from interested persons ("Contractor(s)") to provide and install chain link fencing and associated gates in an area designated by the Florida State Fair Authority ("Authority") within the Florida State Fairgrounds ("Fairgrounds"), as generally illustrated in Attachment "A": ("Fencing Project"). The Fencing Project includes the removal and disposal of the existing chain link fence currently located in the Fencing Project area, along the eastern portion of the Fairgrounds which runs parallel to US 301. The Fairgrounds is located at 4800 Hwy 301 North, Tampa, Florida 33610. It is the intent of the Authority to seek bids from qualified Contractors to establish an agreement for providing the specified product and warranty, and installing the same. The Contractor selected to perform the work ("Contractor") 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.

II. THE ITB PROCESS

The ITB is a method of competitively soliciting a commodity or contractual service under the policies of the Authority. The Authority posts an ITB on the Florida State Fair website (www.floridastatefair.com) to initiate the process. 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. To aid you in becoming fully informed, the Contractors or his/her designees must attend the mandatory site visit, which will be held on the date list provided below. 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 RFP. Contractors can submit formal questions in writing to the Authority's Purchasing Representative, Randall Foster by the date listed in the timeline of events below. The Authority will open the Responses in the lobby of the Administration Building on the Fairgrounds on the date and at the time listed in the schedule below. Prices will not be read at the ITB Opening.

III. **INVITATION TO BID SCHEDULE**

The following schedule will be strictly adhered to in all actions relative to this solicitation. The Authority reserves the right to make adjustments to this schedule and will notify participants in the solicitation by posting an addendum on the Authority's website. It is the responsibility of the Contractors to check the website on a regular basis for such updates. Also, Contractors should provide contact information on Contractor's main point of contact to the Purchasing Agent, Randall Foster, to obtain adjustments to any applicable oral presentation or negotiation schedules.

DATE	TIME	PROCESS
05/17/2017		Invitation to Bid published
05/24/2017	10:00 AM ET	Mandatory Onsite Visit
05/26/2017	12:00 PM ET	Written Questions Due to Authority
05/26/2017	5:00 PM ET	Response to ITB Questions
05/31/2017	12:00 PM ET	ITB Due to Authority
06/01/2017	3:00 PM ET	Bid Opening and Compilation
06/02/2017	3:00 PM ET	Award Posting

IV. MANDATORY SITE VISIT

There will be a Mandatory site visit on May 24, 2017, at 10:00 A.M. (ET) at the Florida State Fairgrounds, 4800 U.S. Highway 301 N., Tampa Florida. If the Contractor does not attend or send a representative to the mandatory site visit, that Contractor's Response will be deemed non-responsive. The purpose of a site visit is to afford Contractors the opportunity to view the construction site for the purposed Fencing Project. If reasonable accommodations are needed for you to participate in this meeting, please call Randall Foster at least 48 hours in advance so that arrangements can be made. Directions to the Fairgrounds may be found on the Authority's website, www.FloridaStateFair.com

V. GENERAL AND TECHNICAL SPECIFICATIONS

The technical specifications for the Fencing Project are described in Attachment "B", which is attached hereto and incorporated herein by this reference. In addition to the technical specifications described in Attachment "B", the following general specifications are included in this ITB:

- **A.** The Fencing Project shall comply with current applicable code requirements.
- **B.** The work performed pursuant to this ITB shall comply with the Authority's regulations, policies, and procedures, including those relating to hazardous materials and other environmental health matters.
- **C.** A completed and Signed Pricing Sheet shall be submitted with the response to this ITB ("Attachment "C").
- **D.** A listing of any and all additional charges not specifically identified on the Pricing Sheet.
- **E.** The agreement entered into pursuant to this ITB ("Agreement") shall state that the Contractor shall provide equipment necessary to perform and complete the work described herein, in all respects.
- **F.** Contractor shall warrant that all services shall be performed in accordance with the ITB specifications.
- G. 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.
- **H.** Contractor's proposal shall provide at time of bid submission:
 - **1.** Technical specifications, as described in Attachment "B".
 - 2. A work schedule which includes a commitment to complete the Fencing Project by September 1, 2017, or a later date determined by the Authority.

- **3.** Pricing Sheet (Attachment "C"). The cost portion of the ITB should include the following elements:
 - a. Completed and Signed Pricing Sheet
 - A listing of any and all additional charges not specifically identified on the Pricing Sheet
- **4.** Contractor Information form (Attachment "D").
- **5.** A sample copy of your written two (2) year warranty and applicable equipment and material warranty.
- **6.** Copies of licenses and/or certifications, as required
- **7.** W-9 Form. All responses should include a fully completed, most current W-9 form. (http://www.irs.gov/pub/irs-pdf/fw9.pdf)
- **8.** A minimum of three references 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, and the dates these services were provided.

VI. SUBMISSION INSTRUCTIONS

Contractors 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". In either event, the ITB response must be received by May 26, 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

Contractors delivering the thumb drive in person or wishing to attend the bid opening must enter through the Orient Road entrance and proceed to the Fairgrounds Administration Office.

VII. SPECIAL CONDITIONS

A. Invitation to bid opening:

- If Contractor elects to mail/ship its response to this ITB by delivery of a thumb drive, the Contractor 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 Contractor to ensure that the response to this ITB arrives at the above address no later than 12:00 P.M. on May 31, 2017.
- 2. ITB Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposals submission time and date shown above.

VIII. SELECTION METHODOLOGY

A contract(s) will be awarded to the responsible and responsive Contractor(s) whose response is assessed as providing the best value to the Authority by using the evaluation criteria listed below. The Authority reserves the right to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Authority determines that doing so will serve the best interest of the Authority. Contractor responses that do not meet all requirements, specifications, terms, and

conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as not responsive. Contractors whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected. The Authority may request additional information pertaining to the Contractor's ability and qualifications to accomplish all services described in this ITB as deemed necessary during the ITB or after contract award. Failure to provide the additional requested information may result in the rejection of the response.

IX. EVALUATION CRITERIA

The Fair Authority will award contract based on bid pricing, qualifications, quality of work from references, location, experience and qualifications of staff, as well as bidder's ability to meet or exceed the minimum requirements of this ITB. During the evaluation and review of bid(s), the Fair Authority may consider any information or evidence which comes to its attention. This information may be utilized in determining the Contractor's capability to fully perform the services described in this ITB and/or the Contractor's level of integrity and reliability that is required to assure satisfactory performance of any and all award or contracts produced from this ITB.

Responses must satisfy the mandatory minimum requirements in order to proceed into the evaluation phase. All Proposals will be reviewed for compliance with these mandatory minimum requirements. Evaluators will verify that all mandatory technical requirements are met and addressed. Bids will be tabulated, and the results will be posted by tabulation sheet at the Administration Building and on the Authority's website. A notice of intent to award a contract for the Paving Project will be posted on the Authority's website.

The Fair Authority reserves the right to award to the Contractor that it deems to offer the lowest responsive and responsible bid. The Authority, therefore is not bound to accept a bid on the basis of lowest price. Award will be made to the lowest responsive, responsible bidder whose bid represents the best overall value to the Fair Authority when considering all evaluation factors and that meet or exceed the minimum requirements of this ITB.

X. 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 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 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. 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 Contractor 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 Contractor 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 Contractor, 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.

C. 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, Contractors, 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.

D. SELECTION NON-BINDING:

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.

E. 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.

F. 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.

G. 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.

H. NON-LIABILITY; INDEMNITY.

The Contractor 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

I. 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.

J. 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. Contractor 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 Contractor agrees to indemnify and hold harmless the Authority, its representatives, and employees, against any and all liability, loss, or expense resulting from such violation.

K. RIGHT TO TERMINATE.

In the event any of the provisions of the Agreement entered into pursuant to this ITB 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.

L. 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 Contractor 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 Contractor is a CMBE, the Contractor must submit certification documentation as part of its response.

M. ASSIGNMENT.

Neither the selection of any Contractor for negotiations 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.

N. 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.

O. 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 Contractor 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.

P. PROTECTION OF PROPERTY

The Contractor shall at all times guard Fair Authority property against damage or loss to property. The contractor shall replace any loss; repair any damage to Fair Authority property, attainable to the Contractor or its associate(s). The Fair Authority may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Contractor.

Q. SAFETY STANDARDS

The Contractor warrants that the products/services supplied to or performed for the Fair Authority shall conform in all respects to the standards set forth in the Occupational Safety and Health Act, as amended. Failure to comply with this condition will be cause for termination of the Agreement.

- 1. Contractors shall insure the safety of its employees, building occupants, and the environment throughout the course of the Agreement for any and all Fair Authority projects.
- 2 The Contractor shall be responsible for instructing and training their employees in all safety measures.
- 3. Contractor shall determine the need for and provide its personnel with any and all protective or safety items required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products being used. Failure to comply will be grounds for termination of the Agreement.
- 4. All equipment used by the Contractor shall be maintained in safe operating condition at all times, and be free from defects or wear that may in any way constitute a hazard to any person or persons on Fair Authority property.
- 5. The Fair Authority reserves the right to stop any work practices, procedures, etc. that it deems to be unsafe, at any time.

R. WARRANTY.

Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this ITB and award thereto, shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to CCPS by any other provision of the ITB.

S. INSURANCE REQUIREMENTS

The Contractor shall not commence any work in connection with this contract until obtaining, at a minimum, the insurance described in this section.

- 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.
- 2. 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 Contractor 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.

a. Commercial General Liability \$1,000,000 Each Occurrence
 b. Commercial General Liability \$2,000,000 Each Aggregate
 c. Business Auto Liability Insurance \$1,000,000 Combined Single Limit
 d. 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 Contractor's insurance policy. The payment of such deductible is solely the responsibility of the Contractor obtaining

the insurance.

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ATTACHMENT "A"

AERIAL ILLESTRATING LOCATION OF FENCING PROJECT



Red lines represent the locations of the Fencing Project

ATTACHMENT "B"

TECHNICAL SPECIFICATIONS

The Fencing Project shall include the following specifications:

- **1.** Fence Height: 6 feet and 8 feet.
- **2.** Line Post Spacing: At intervals not to exceed 8 feet.
- **3.** Approximately 2,400 feet of the existing fence along US Highway 301 shall be removed and properly disposed of.
- 4. Approximately 3,600 feet of six (6) foot, nine (9) gauge galvanized steel chain link fence installed with three (3) strand caps and barbed wire ("Replacement Fence").
- 5. The Replacement Fence shall include tension cables installed at the top and bottom of the fencing.
- 6. The Replacement Fence shall include three (3) gate openings ("Gate Openings") with parallel rolling six (6) foot commercial grade type gates with three (3) strand caps and barbed wire. The Gate Openings shall include one (1) forty (40) foot opening, one (1) thirty (30) foot opening, and one (1) twenty (20) foot opening.
- 7. The Replacement Fence shall also include two (2) twenty (20) foot swing gates with wheels (40 ft. opening). This gate shall be eight (8) foot, black vinyl.
- 8. The Replacement Fence shall include approximately one hundred and forty (140) feet of eight (8) foot black vinyl fencing.

Material and Components

- **1.** Framework Material: Schedule 40 steel pipe, standard weight: ASTM A 120.
- 2. Fabric: CLFM1 Standard Industrial Service: ASTM A 392 zinc-coated steel, 2 inch diamond mesh, 9 gauge interwoven: FS RR-F-191 Type 1. Top selvage knuckle end closed, bottom selvage knuckle closed.
- **3.** Tension Wires: Steel, single strand, 6 gauge thick.
- **4.** Finish: Galvanized 1.8 oz/sq ft coating, ASTM A 123.
- **5.** Anchorage: Concrete Anchorage for posts.
- **6.** Line Posts: 2.38 inch diameter steel pipe, 14 gauge, one piece, without joints.
- 7. Corner and Terminal Posts: 2.88 inch diameter steel pie, 14 gauge, one piece, without joints.
- **8.** Gate Frame: 1.66 inch diameter for welded fabrication.
- **9.** Caps: Cast steel galvanized, sized to post diameter, set screw retainer.
- 10. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners, and fittings: Steel
- **11.** Gate Hardware: ASTM A 153; fork latch with gravity drop, center gate stop and drop rod for double gates, three (3) 180 degree gate hinges per lead, and hardware for padlock.

INSTALLATION

- **1.** Maximum variation from plumb: ¼ inch.
- **2.** Maximum offset from true position: One (1) inch.
- **3.** Components shall not infringe on adjacent on adjacent property lines.
- **4.** Install framework, fabric and accessories in accordance with ASTM F567 and manufacturer's instructions.

- 5. Set terminal and post plumb in concrete footings with top of footing six (6) inches below finish grade. Embed posts a minimum two (2) feet into concrete.
- **6.** Stretch fabric between terminal posts or at all intervals of 100 feet maximum, whichever is less.
- **7.** Position bottom of fabric one (1) inch above finish grade.
- **8.** Fasten fabric to line posts, braces, and top and bottom tension wires with wire ties maximum 15 inches on center.
- **9.** Attach fabric to end and corner posts with tension bars and tension bar clips.
- **10.** Install top and bottom tension wire stretched taut between terminal posts.
- **11.** Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail one (1) bay from end and post gates.
- 12. Install gate fabric to match fence. Install three (3) hangars, latch, catches, drop hold torsion spring retainer.
- **13.** Provide concrete center drop to footing depth and drop and retainers at center of double gate opening.

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ATTACHMENT "C"

BID PRICING FORM & ACKNOWLEDGEMENT

BID NUMBER: ITB # FSF-05-29-17	OPENING DATE: June 01, 2017 – 3:00 p.m.	
Proposed Price \$		
	s BID PRICE SHEET, bidder acknowledges reading s, and conditions contained in this Invitation to Bid.	and agrees to
CONTRACTOR NAME:		
SIGNATURE (MANUAL):		
SIGNATURE (PRINTED):		
ADDRESS:		
FEID/SSN:		

ATTACHMENT "D"

CONTRACTOR'S CERTIFICATE OF OFFER

By signing and submitting this Proposal, 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 Contractors or potential Contractors 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 Contractor, for internal use in evaluating Contractor'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. Contractor hereby warrants to the Authority that the Contractor 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. Contractor 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 Contractor with full power and authority to submit binding offers for the goods or services as specified herein.

Company Name: ______ Signature: _____ Printed Name: _____ Title: _____ Date: _____

ACCEPTED AND AGREED TO:

CONTRACTOR ACKNOWLEDGEMENT:

Contractor 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. Contractors shall thoroughly examine and be familiar with these specifications in the ITB. The failure or omission of any Contractor to review this document shall in no way relieve any Contractor 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 Contractor does declare that no other persons other than the Contractor 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 Contractor 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.

Legal Name of Company	Manual Signature of Company Officer	Date
Print Information Below:		
Name of Company Officer	Title of Company Officer	 Date

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