



**INVITATION TO BID ON THE EXTERIOR PAINTING OF VARIOUS BUILDINGS AND STRUCTURES AT
THE FLORIDA STATE FAIRGROUNDS**

ITB # FSF - 05-16-2019

ITB Response Due Date: July 1, 2019, at 3:00 PM EST

Contact Person:

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I. General Description of Requirements and Scope of Services Requested.

The Florida State Fair Authority ("Authority") is seeking bids ("Bid[s]" or "Proposal[s]") from qualified contractors ("Contractor[s]" or "Respondent[s]") to perform the painting of the exterior of various buildings and structures at the Florida State Fairgrounds ("Fairgrounds"), 4800 Highway 301 North, Tampa, Florida ("Work" or "Project"). The technical specifications for the materials to be used for the Project are described in **Attachment A**. The Work consists of furnishing all labor, equipment, tools, service, transportation, and supervision necessary to properly complete the Work in a safe, effective and efficient manner. 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.

II. Technical Specifications

The Authority will provide the materials necessary for the Project ("Materials"). The Contractor will be responsible for furnishing labor, equipment, tools, service, transportation, and supervision necessary for the Work. The technical specifications and manufacturer's recommendations for utilizing the Materials are described in **Attachment A**.

The Scope of Services includes, but is not limited to, the following:

1. Surface Preparation. All surfaces to be painted will be power washed to remove all mildew, peeling, blistering, excessive chalk residue, salt and other foreign matter. The quality of preparation on repainting surfaces significantly affects the amount of preparatory work that will be required for all subsequent re-paints. Surface preparation is the most important requirement for maximum durability from any application system.

2. Sanitizing. All surfaces to be recoated will be treated with a light bleach solution prior to power washing to eradicate the present growth of mildew and fungus clinging to the surfaces. This solution contains Bleach, Water, Commercial Mildewcide, TSP, (Tri Sodium Phosphate) and detergent. The solution will be allowed to soak on the tested areas at least 25 minutes before power washing. Should evidence of algae occur this fungus actually grows through and into the stucco surface. After completion of the general power washing process, all algae will be sprayed again with a Commercial Mildewcide solution, allowing the solution to soak and then power washed a second time.

3. Scraping. All rusted, peeling, blistering and flaking paint will be removed by scraping and/or wire brushing. Where paint has peeled, the loose edges shall be removed by hand sanding, hand scraping, hand chipping, wire brush, power grinder, power sander, or other hand tools, or a combination of the above methods. At areas where loose paint has been removed, differences of aesthetic profile or texture may remain.

4. Priming and Painting. Apply Sealer/Surface Conditioner to all exterior previously painted EIFS/stucco. After proper surface preparation, prime the entire exterior surface. The prime coat shall be applied soon after surface preparation has been completed, so as to prevent contamination of the substrate. Finish paint exterior stucco, EIFS walls, trim, ceilings, and columns, as applicable. Due to different conditions of surfaces being painted the Contractor must assume responsibility for the coverage of paint. One coat coverage cannot be guaranteed due to different absorption rates of the surfaces painted. Test patches should be completed prior to beginning of work to assure satisfactory coverage of material.

III. General Specifications

A. The Contractor shall designate a coordinator for the services to be provided for the Project. 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 Project.

B. In order that the Authority may be assured that only qualified and competent individuals will be employed on the Project, the Contractor shall submit to the Authority a list of individuals who will perform work and their technical qualifications. Subcontractors are not permitted unless specifically approved by the Fair Authority, in writing.

C. Contractor shall provide the labor, equipment, tools, service, transportation, and supervision 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.

D. Contractor shall comply with the Authority's regulations, policies, and procedures, including those relating to hazardous materials and other environmental health and safety issues.

E. 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.

F. 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.

G. The Authority will monitor and audit the quality of services provided by Contractor, including but not limited to both scheduled and unscheduled on-site inspections, surveys of the Authority and Authority's representative's 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.

H. Contractor shall meet with the Authority's representatives following execution of a contract pursuant to this ITB, in order to develop a schedule for the performance of the Work.

I. Contractors are to familiarize themselves with the location and conditions under which the Work will be performed and/or any conditions that will affect the Work. No additional allowance will be granted due to lack of knowledge of such conditions.

J. Contractor shall furnish one or more bonds, conditioned upon its faithful performance of all its obligations under the executed contract between the Contractor and the Authority; and upon its payment for all materials, labor, equipment, 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.

K. Guarantee. The Contractor shall guarantee to the that all of the Work shall be done in a competent, workmanlike manner, and that such Work shall be and remain free of defects in workmanship and materials for a period of five (5) years from the date when such Work is completed and accepted by the Authority in writing (or such other period as may be specifically agreed upon in writing between the parties). The Contractor shall assign to the Authority (if assignable) or enforce for the benefit of the Authority (if not assignable) any guarantees provided by manufacturers or sellers of products, machinery and equipment that are to be incorporated into the Work.

L. Warranty. Work will be completed to meet the Sherwin Williams Paint Company Warranty and Specification requirements and periodically inspected by a SW Paint Representative. Sherwin Williams will issue an EIGHT (8) YEAR LABOR AND MATERIAL warranty. This limited warranty covers all stucco wall surfaces. Contractor will issue a FIVE (5) YEAR LABOR AND MATERIAL WARRANTY for workmanship. This limited warranty covers all stucco wall surfaces. If there is a paint failure due to workmanship by Contractor personnel, Contractor will provide free labor to correct these problem(s).

IV. The Buildings and Structures

Group 1: Expo Hall and Entertainment Hall

Group 2: Florida Center and Special Events Center

Group 3: Gates 1, 2, and 4

See **Attachment B** for photographs.

Contractors must submit a separate lump sum bid for each group, as described on the Pricing Page (Attachment C).

V. 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 Contractor meet the requirements of the Agreement executed pursuant to the ITB Agreement (“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 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 described above 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.

ITB ANTICIPATED TIME TABLE

DATE		PROCESS
May 27, 2019		Invitation to Bid published
June 12, 2019	10:00 AM EST	Mandatory Meeting
June 17, 2019	4:00 PM EST	Written questions due to Authority
June 19, 2019	2:00 PM EST	Answers to written questions posted
July 1, 2019	3:00 PM EST	Deadline for submittal of Bids
July 10, 2019	4:00 PM EST	Evaluation of Bids completed
July 12, 2019		Award posted

VI. Mandatory Pre-Bid/Proposal Conference/Visual Inspection

The Mandatory Pre-Bid/Proposal Conference/Visual Inspection is scheduled for 10:00 A.M. on June 12, 2019. 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. 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/proposal conference/visual inspection shall result in the disqualification of a Contractor's Bid.

VII. Proposal Format

A. 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 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 - Pricing Page (**Attachment C**). The cost portion of the Proposal should include the following elements:

- a. Completed and Signed Pricing Page.
- b. A listing of any and all additional charges not specifically identified on the Pricing Page.
- c. **TAB 4** - Other Forms. The following forms should be completed and signed:
 - a. Vendor Information form
 - b. Copies of licenses and/or certifications, as required
 - c. W-9 Form. All Proposals should include a fully completed, most current W-9 form. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

VIII. Submission Instructions

A. One (1) electronic version (in .pdf format) of the ITB Proposal must be emailed to Randall.Foster@FloridaStateFair.com by **July 1, at 3pm ET**.

If the Proposal is not emailed, it must be delivered by the same due date and time to the Fair Authority Administration Office at the following physical address:

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

B. Delivered submissions must include an electronic version on a USB thumb drive in .pdf format. Respondents delivering the materials in person or wishing to attend the Bid opening must enter through the Orient Road entrance and proceed to the Administration Office.

IX. Evaluation and Award Criteria

A. The award of the Bid shall be to the lowest responsive and responsible Bid that is in the best interest of the Authority. In determining whether a Bid is responsive the Authority shall consider the following:

1. **Responsiveness.** The Authority will determine whether the Bid complies with the instructions for submitting Proposals including completeness of Proposal which encompasses the inclusion of all required attachments and submissions. The Authority must reject any Proposals that are submitted late. Failure to meet other requirements may result in rejection.

2. **Responsibility.** The Authority will determine whether the Contractor 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 Proposals, past performance, references (including those found outside the Proposal), and Contractor's record of performance and integrity. A Contractor 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.

3. **Technical Proposal.** The Authority will determine how well Proposals meet its requirements in terms of 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 Proposal's pricing will be evaluated using comparative analysis, subject to meeting administrative and responsibility requirements.

If less than (3) responsive Proposals are received, at the Authority's sole discretion, the Proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements. 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 Contractor, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, the Authority reserves the right to reject the Bid of any Contractor if the Authority believes that it would not be in the best interest of the Project to make an award to that Contractor, whether because the Bid is not responsive or the Contractor is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Authority. If a contract is to be awarded, it will be awarded to the lowest responsive and responsible Bid that is in the best interest of the Project.

B. Invitation to Bid Opening

If Contractor elects to mail/ship its ITB Proposal package, the Contractor must allow sufficient time to ensure the Authority's proper receipt of the Proposal 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 Proposal package arrives at the Fairgrounds no later than **3:00 P.M. EST** on July 1, 2019. ITB Proposals will be accepted up to, and no Proposals may be withdrawn after, the deadline for Proposal submission time and date shown above. A Notice of Intent to Award a Contract will be posted to the Authority's website.

X. Standard Conditions

A. 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 responses, 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 Proposals it receives.

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

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

B. Conflict of Interest Disclosure

All Contractors must disclose with their Proposal 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 Proposal, a respondent shall be deemed to represent and warrant the following to the Authority:

No person or entity employed by the Authority or otherwise involved in preparing this ITB on behalf of the Authority: (i) has provided any information to Respondent that was not also available to all entities responding to the ITB; (ii) is affiliated with or employed by 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.

C. Miscellaneous Provisions

1. Change in Contractor's Information: If after Contractor has submitted a Proposal, substantive information provided in that Proposal changes, the Contractor must notify the Authority in writing and provide updated information. The Authority reserves the right to evaluate the modified Proposal, 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 Proposal and/or any awarded agreement or other written commitment.

3. Selection Non-Binding: Neither this ITB, nor the receipt or acceptance of any Proposal 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 Proposals when such rejection is in the best interests of the Authority, and/or to reject the Proposal 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 Proposal 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 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 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. Governing Law. The interpretation and construction of this ITB and any Proposal 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.

D. Insurance Requirements

1. The Contractor shall not commence any work in connection with the Project 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.

3. Waiver of Subrogation in favor of the Florida State Fair Authority is to be applied to the Workers Compensation.

4. 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.
- Commercial General Liability
 - Each occurrence \$ 1,000,000
 - Each aggregate \$ 2,000,000
- Business Auto Liability Insurance
 - Combined Single limit \$ 1,000,000

- 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.

Vendor Certificate of Offer

By signing and submitting this Proposal, the Vendor 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 Proposal, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in Proposal 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 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: _____