



INVITATION TO BID ON PARKING LOT LIGHTS FOR THE FLORIDA STATE FAIRGROUNDS
ITB # FSF - 11-06-2018

ITB Response Due Date: November 6, 2018 at 2:00 PM EST

Contact Person:

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

E-mail: Randall.Foster@FloridaStateFair.com

INVITATION TO BID (“ITB”) ON ELECTRICAL PARTS FOR THE FLORIDA STATE FAIRGROUNDS

I. DESCRIPTION OF ITEMS REQUESTED.

The Florida State Fair Authority (“Authority”) is seeking proposals from qualified contractors (“Contractors”) to supply certain parts necessary for parking lot lighting at Florida State Fairgrounds (“Fairgrounds”), 4800 Highway 301 North, Tampa, Florida. A technical specifications list describing, in detail, the items required under this ITB is contained in **Attachment A**.

II. WARRANTY

Contractor warrants to the Authority that all parts furnished under the agreement entered into (“Agreement”) pursuant to this ITB (“Parts”) will be new unless otherwise specified. If required by the Authority’s representative, Contractor shall furnish satisfactory evidence as to the kind and quality of the Parts. All warranties, expressed and/or implied, shall be provided to the Authority for Parts covered by the Agreement. All Parts furnished shall be fully guaranteed by the Contractor against factory defects and workmanship.

III. ITB ANTICIPATED TIME TABLE

DATE		PROCESS
October 24, 2018		Invitation to Bid published
October 29, 2018	4:00 PM EST	Written Questions due to Authority
October 31, 2018	4:00 PM EST	Written Response from the Authority
November 6, 2018	2:00 PM EST	ITB deadline for filing with the Authority
November 6, 2018	3:00 PM EST	Bid Opening
November 8, 2018	4:00 PM EST	Award Posted
Nov 12, 2018		Contract execution

A. 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:

TAB 2 - Pricing Sheet (Attachment B). The cost portion of the proposal should include the following elements:

- a. Completed and Signed Bid Pricing Sheet (See **Attachment “B”**)
- b. A listing of any and all additional charges not specifically identified on the Bid Pricing Sheet

TAB 3 - 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 responses should include a fully completed, most current W-9 form. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

B. SUBMISSION INSTRUCTIONS

One (1) electronic version (in .pdf format) of the ITB response must be emailed to Randall.Foster@FloridaStateFair.com by **November 6, 2018 at 2pm ET**.

If the response 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

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.

- C. CRITERIA FOR EVALUATION AND AWARD.** The Authority will conduct a comprehensive, fair and impartial evaluation of all qualified responses to this solicitation. Each response submitted will first be evaluated to determine overall responsiveness and completeness. Failure to submit a complete response or to comply with the instructions may deem a Response non-responsive and eliminate it from further evaluation. Qualified submissions will be judged solely on
- a. Pricing and
 - b. Ability to furnish requested materials in a timely factor.

The Fair Authority reserves the right to award any combination of materials from bidders that will produce the most satisfactory results suited to its requirements

IV. SPECIAL CONDITIONS

A. INVITATION TO BID OPENING

- (1) 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 **2:00 P.M. EST** on November 6, 2018.
- (2) ITB responses will be accepted up to, and no proposals may be withdrawn after, the deadline for responses submission time and date shown above.
- (3) A Notice of Intent to Award a Contract will be posted to the Authority's website.

B. INQUIRIES

- (1) Note: Contractors 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.

C. SOLE POINT OF CONTACT

Any questions concerning this ITB should be emailed to Randall Foster, the Authority's purchasing administrator.

D. CONTRACT ACCEPTANCE

Contractor must be prepared for the Authority to accept the bid as submitted. If Contractor fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the Authority may reject bid or revoke the award, and may begin negotiations with another bidder. No binding contract will exist between Contractor and the Authority until the Authority executes a written contract.

V. 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 responses it receives.

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

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

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 respondent shall be deemed to represent and warrant the following to the Authority:

- (1) No person or entity employed by the Authority or otherwise involved in preparing this ITB on behalf of the Authority: (i) has provided any information to Respondent that was not also available to all entities responding to the ITB; (ii) is affiliated with or employed by Contractor or has any financial interest in Contractor; (iii) has provided any assistance to Contractor in responding to the ITB; or (iv) will benefit financially if Contractor is selected; and Contractor has not offered or given to any Authority employee any gratuity or anything of value intended to obtain favorable treatment under the ITB or any other solicitation or other contract, and Contractor has not taken any action to induce any Authority or State officer or employee to violate the rules of ethics governing the Authority or State and its employees. Contractor has not and shall not offer, give, or agree to give anything of value either to the Authority or State, or any of its employees, agents, job shoppers, consultants, managers, or other person or firm representing the Authority or State, or to a member of the immediate family (i.e., a spouse, child, parent,

brother, or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this ITB.

- (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.

C. MISCELLANEOUS PROVISIONS

- (1) Change in Contractor’s Information: If after Contractor has submitted a response, substantive information provided in that response changes, the Contractor must notify the Authority in writing and provide updated information. The Authority reserves the right to evaluate the modified response, eliminate a Contractor from further consideration, or take other action as the Authority may deem appropriate.
- (2) Restricted Communications – Cone of Silence: The Authority has established a cone of silence applicable to this ITB. The cone of silence will be imposed beginning with the advertisement of this ITB and will end upon the earlier of the selection of a Contractor by the Authority or the termination of the procurement process by the Authority. The cone of silence prohibits any communications regarding this ITB or respecting any issue related to this ITB between (i) a potential Contractor, (which includes vendors, service providers, bidders, proposers, lobbyists, consultants and advisors) and their representative(s), on the one hand, and Authority staff, on the other hand, except for communications made pursuant to this ITB, provided the communication is strictly limited to procedural matters or is otherwise expressly permitted by this ITB (such as, for example, providing a response to a direct inquiry or request for clarification from the Authority), (ii) a potential Contractor and their representative(s), on the one hand, and an Authority member / board member on the other hand, and/or (iii) a potential Contractor and their representative(s), on the one hand, and a member of the Authority’s Evaluation Committee, on the other hand. However, unless specifically provided otherwise by the Authority, the cone of silence does not apply to (a) communications with the Authority’s legal counsel, (b) oral communications at any pre-qualification conference or at any presentation or interview granted by the Authority, (c) oral communications during any Evaluation Committee meeting, and/or (d) communications with Authority staff or Evaluation Committee members by a Contractor during any negotiations between the Authority and that Contractor. Any violation of the cone of silence will render voidable the Contractor’s response and/or any awarded agreement or other written commitment.
- (3) Selection Non-Binding: Neither this ITB, nor the receipt or acceptance of any response submitted by any Contractor, nor the pre-qualification of a Contractor for a presentation or interview before the Evaluation Committee nor the short-listing or ranking of any Contractor by the Evaluation Committee, nor any oral or written statement related to this ITB made by the Authority or any of its

representatives constitutes a binding commitment on the part of the Authority to enter into any contract, development agreement, memorandum of understanding, or other contractual commitment with any Contractor or any other party. Each Contractor acknowledges and agrees that, unless and until a written definitive agreement between it and the Authority has been executed and delivered, the Authority will not be under any legal obligation of any kind whatsoever by virtue of this document or any other written or oral expression. The Authority reserves the right at all times to reject any and all responses when such rejection is in the best interests of the Authority, and/or to reject the response of a Contractor who the Authority determines is unable to adequately perform a contract with the Authority, all in the sole and absolute discretion of the Authority. The Authority also reserves the right to waive any minor irregularity or technicality in or with respect to any response received – but the Authority has no duty to do so.

- (4) Sunshine Law and Public Records Act; Waiver of Trade Secrets. The Authority is subject to the requirements of the Government in the Sunshine Law, Art. I, § 24(b), Fla. Const.; §286.011, Fla. Stat., as well as the requirements of the Florida Public Records Act, Chapter 119, Florida Statutes. Contractors are hereby notified that information submitted as part of, or in support of, any response hereto will be available for public inspection in compliance with Chapter 119, Florida Statutes. The Contractor shall not submit any information in response to this ITB which the Contractor considers to be trade secret, proprietary or confidential. The submission of any information by Contractor to the Authority in connection with this ITB shall be deemed conclusively to be a waiver by said Contractor of any trade secret or other legal protection which would otherwise be available to Contractor. Any claim to confidentiality or trade secret protection is deemed expressly waived by the Contractor upon submission of any information to the Authority.
- (5) Public Entity Crimes; Discrimination. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to this ITB or enter into any contract to provide any goods or services to a public entity, may not submit a response to this ITB or enter into any contract for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list. A firm that has been placed on the discriminatory vendor list may not submit a response to an ITB on a contract to provide goods or services to a public entity, may not submit a response to an ITB on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact any business with any public entity.

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

contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact any business with any public entity.

- (6) **Employment of Unauthorized Aliens.** The following standard provision shall apply to any contract that may ultimately be awarded as a result of this ITB: The employment of unauthorized aliens by any firm is considered a violation of section 274A(e) of the Immigration and Nationality Act [8 U.S.C. §1324]. If the firm knowingly employs unauthorized aliens, such violation would allow the Authority to unilaterally cancel any contract.
- (7) **Non-Liability; Indemnity.** The 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 response 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.
- (14) Within five (5) business days of the award, Contractor will be provided with the Fair Authority's form contract for execution. The final Agreement will incorporate the terms of this ITB and the Contractor's response.

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 response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process.
- (7)** Respondent hereby warrants to the Authority that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- (8)** Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- (9)** It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the Authority.
- (10)** It is current in all obligations due to the Authority.
- (11)** It will accept such terms and conditions in a resulting contract if awarded by the Authority.
- (12)** The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT "A"

LIST AND DESCRIPTION OF PARKING LOT LIGHTS

Product Description

With a high performance heat sink, exceptional lumen maintenance, and a rock solid housing, the Exite Max will last for many years to come. With a variety of color temperatures and optics, this luminaire can be used in arenas, gymnasiums, airport runways, high mast, shipping ports, or general flood lighting.

> Standard Ship Product - 30 Day Lead Time

Project:		Type:
Location:		
Prepared By:		Date:
Comments:		

Performance Summary

- Philips Lumileds Luxeon 3030 2D LEDs with high efficacy up to 130 lm/W
- Integrated dimming by PWM, Resistance, DALI or 1-10V
- National listing lab tested with multiple Type V distributions
- PMMA shatterproof clear lens cover for durability and clarity
- Unique micro optic over each LED reduces glare and enhances uniformity
- Designed for harsh temperature and high humidity
- Solid state with high shock and vibration resistance
- Instant on and off without delay or re-strike
- Industrial cold forged 1070 pure aluminum anodized fixture housing
- Smooth electrophoresis surface treatment finish with stainless hardware
- Excellent resistance to corrosion, UV degradation and abrasion
- Stainless steel hardware to ensure long life
- Heavy duty 240 degree adjustable surface mount yoke bracket
- Horizontal and vertical angle indicators allow mounting adjustment in increments of 10 degrees
- Optional laser guide with bracket for precise aiming is easy to install and remove
- Thermal management by a seamless link of heatsink vents
- Ultra low EMI noise generation eliminates electrical interference
- Integrated 10KV line-to-ground and line-to-line surge protection wired and included
- Field installed aluminum visor included
- 6.5' attached power cord whip and 4' dimming cable for quick and easy installation
- High CRI - RA>80 enhances original colors
- 1/9th micro color binning enables tight color control
- Hot color targeting ensures color is within ANSI bin compliance
- No lead, mercury, UV or IR radiation
- Integrated Meanwell driver features short circuit, over current, over voltage & temp protection
- Operating temperature: -40 to 55 degrees celsius
- IP66 washdown rated for indoor or outdoor applications
- Over 100,000 hour LED life
- Certifications: CE, RoHS, ENEC, SAA, ETL, DLC
- 5 year system warranty

EXITE MAX SERIES

Intense Output For Multiple Applications

LED Dimmable Luminaire



Models:

- VVDS300W - 300W - 41130 Lm - 33 Lbs - EPA 1.6
- VVDS400W - 400W - 54150 Lm - 35 Lbs - EPA 1.6
- VVDS500W - 500W - 65830 Lm - 35 Lbs - EPA 1.6



Ordering Information:				Part Number:		
*Indicates Applies				Ordering Example: VVDS300W-40-TS1-UNV1-BK-ND-YK		
Family	CCT	Optic	Voltage	Finish	Dimming	Accessories*
VVDS300W VVDS400W VVDS500W	30 - 3000K 40 - 4000K 50 - 5000K 57 - 5700K 65 - 6500K	TS1 - Type V 30 Degree TS2 - Type V 45 Degree TS3 - Type V 80 Degree	UNV1 - 100-277V UNV2 - 277-480V* 179	BK - Black/Red CS - Custom*	ND - No Dim D1 - 1-10V Dim PWM - PWM Dim RD - Resistance Dim DL - Dali Dim*	PCE - AC Power Cord Extension with IP65 Connector PG1 - 120V Grounded Plug PG2 - 277V NEMA Twist Lock Plug LG - Integrated Laser Guide For Precise Aiming SC - 10' Safety Cable EB - External Ballast Box For Remote Mounting LVE - Low Voltage Power Cord Extension with IP65 Connector For External Ballast Box (Max 19')



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ILLUMINATING YOUR GREEN FUTURE

Vivid Leds, Inc.
PO BOX 9
Sellersburg, IN 47172
800-974-3570
www.vividleds.us

Dimensions, specifications, and product pictures are subject to change without notice.

Integrated Laser Guide Accessory



B1

The product on this page is a manufactured to order, non-stocking item. This product cannot be returned for refund or credit.

Revised 5.30.18

BID PRICE SHEET

ATTACHMENT "B"

FLORIDA STATE FAIR PARKING LOT-
LIGHTS BID

<i>QUANTITY</i>	<i>DESCRIPTION</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>
79	VIVID- VVDSP50050KT53UNV2BK NDPCE4 500W SPORTLTR		
10	VIVID- VVDSP50050KT53UNV1BK NDPCE4 500W SPORTLTR		
89	Slip fitters for 2 3/8" for bull horns flat on bottom for bracket		
8000'	#6 THHN-THWN-		
10000'	#4 THHN-THWN (Installation is optional, a quote is required)		
		SHIPPING & HANDLING	
		Total	

SIGNATURE: _____

Bidder acknowledges reading and agrees to all terms, provisions and conditions contained in this ITB.