



**INVITATION TO NEGOTIATE**

**Upgrade of LED Lighting in Various Buildings at the Florida State Fairgrounds**

**ITN # FSF -10 - 2021**

**NOTICE OF INTENT TO AWARD**

**Following consideration of the responses to ITN # FSF – 19-2021, the Florida State Fair Authority issues this Notice of Intent to award the contract for the upgrade of LED Lighting in various buildings at the Florida State Fairgrounds to Synergy Lighting, Inc.**

Table of Contents

<b>I.</b>	<b>INTRODUCTION .....</b>	<b>2</b>
<b>II.</b>	<b>GENERAL DESCRIPTION .....</b>	<b>3</b>
<b>III.</b>	<b>TECHNICAL SPECIFICATIONS .....</b>	<b>3</b>
<b>IV.</b>	<b>SERVICES TO BE PROVIDED .....</b>	<b>3</b>
<b>V.</b>	<b>PERFORMANCE QUALIFICATIONS FOR AWARD .....</b>	<b>4</b>
<b>VI.</b>	<b>EVALUATION CRITERIA .....</b>	<b>6</b>
<b>VII.</b>	<b>STANDARD CONDITIONS .....</b>	<b>9</b>

## **Upgrade of LED Lighting in Various Buildings at the Florida State Fairgrounds**

The purpose of this Invitation to Negotiate (“ITN”) by the Florida State Fair Authority (“Authority”) is to solicit responses from qualified Design/Build Proposers (“Proposers” or “Contractors”) to enter into negotiation for the upgrade of LED lighting (“LED Lighting”) at various buildings (“Buildings”) at the Florida State Fairgrounds (“Lighting”) 4800 North Highway 301, Tampa, Florida 33610 (“Fairgrounds”). The purpose of this ITN is to invite responses to design/build LED Lighting at the following buildings: Entertainment Hall, Expo Hall, and the Special Events Center. The Proposers may submit a response to design/build the LED lighting 1) in just one of the Buildings; 2) in Entertainment Hall and Expo Hall; or 3) in Entertainment Hall, Expo Hall and the Special Events Center (collectively, “Work” or “Services”). The services described in this ITN shall generally include designing and constructing an LED Lighting Upgrade, along with all necessary appurtenances to function as intended. The Authority desires to contract with a qualified Design/Build firm(s) to perform the Services. The Authority intends to award Design/Build Agreement(s) to one or more qualified entities that the Authority determines to be in the best interest of the Fairgrounds.

## **I. GENERAL DESCRIPTION OF REQUIREMENTS AND SERVICES REQUESTED**

The purpose of this ITN is to invite responses (“Response” or “Plan”) from highly qualified contractors (“Contractor(s)”) describing the Contractor’s qualifications and experience and proposing a plan to upgrade lighting in various buildings at the Florida State Fairgrounds. The Response shall include plans for the installation, mounting, and all necessary wiring for new LED fixtures and the removal of old fixtures in the Building(s). Following the review and evaluation of the Responses, the Authority will attempt to negotiate an agreement(s) for the above described services with one or more Contractors.

## **III. TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

- A.** The Response shall include a plan for the installation, mounting, and all necessary wiring for new LED fixtures and removal of old fixtures in the Building(s). Contractors shall be responsible for evaluating the existing fixtures in the Building[s] and for any necessary measurements needed to formulate a plan in response to this ITN. The Buildings shall be open for inspection by the Contractors at the Mandatory Meeting on October 22, 2021, at 10:00 AM. Fair Authority staff will be available to answer questions at that time.
- B.** Shop drawings of the light fixture package and lighting control system being considered shall be submitted as part of the Contractor’s Response. Such documents shall adequately demonstrate, to the sole satisfaction of the Authority, that the lighting fixtures, controls, appurtenances, and interconnections will provide a fully functional and controllable system.
- C.** The Contractor’s Response shall provide a ten year warranty against defects in materials and workmanship for all products. Defective fixtures and components during the ten year shall be replaced without additional compensation from the Authority. The Warranty shall begin on date that the fixtures are installed in the Building[s]. Please include with your Submittal a description of the warranty to include: length of warranty, material and/or labor cost of replacement in the warranty, and point of degradation in light from the fixture for activation of the warranty.
- D.** New LED lighting fixtures must provide an average of 70 foot candles to the floor.
- E.** The LED Lighting must include fully controlled wireless system with independent dimming control of each fixture. It also must have the ability to create programmed scenes and store in control system. The Authority seeks to encourage creative solutions and incorporation of innovative technologies, such as, but not limited to, programmable controls, wireless controls, and digital control applications, to achieve an aesthetically pleasing, flexible, adaptable, and hardened lighting system.
- F.** Contractor shall provide equipment necessary to perform and complete the Services in all respects. Contractor shall warrant that all Services shall be performed in accordance with ITN specifications and negotiated terms. Contractor shall comply with the Authority's regulations, policies, and procedures including those relating to hazardous materials and other environmental health and safety issues.
- 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.

## **IV. PERFORMANCE QUALIFICATIONS DURING TERM OF AGREEMENT**

The Authority reserves the right to investigate or inspect at any time whether the Services, qualifications, or facilities offered by respondent meet the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. If the Authority determines that the conditions of the

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

**A. INDIVIDUAL PERFORMANCE**

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

**B. CONTRACTOR TEAM PERFORMANCE**

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

**C. REASONABLE TIME FRAME**

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

**V. SPECIAL INSTRUCTIONS TO CONTRACTORS RESPONDING TO THIS ITN**

**A. PERFORMANCE QUALIFICATIONS FOR AWARD**

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

**B. INVITATION TO NEGOTIATE ANTICIPATED TIME TABLE**

DATE		PROCESS
10/14/2021		Invitation to Negotiate released
10/22 /2021	10:00 AM ET	Mandatory Meeting (Enter: Orient Road, to the Administration Office)
10/29/2021		Written Questions due to Authority
11/03/2021		Written Response from the Authority
11/08/2021	3:00 PM ET	Invitation to Negotiate Due Date
11/22/2021		Award of Invitation to Negotiate Posting
12/08/2021		Negotiation start date
01/07/2022		Contract target date

**C. PROPOSAL FORMAT**

1. Contractor should submit proposal using the following format:

**Tab A: Cover Letter and Table of Contents**

**Tab B: Qualifications:**

- Profile: Describe the consultant/firm's organization and general background.
- History and Experience: Describe any other similar involvement in which services proposed in the reply were delivered to other customer (either private or public sector). Cite any important similarities or differences.
- Ability to Provide Services: Provide a detailed description of the Contractor's ability to provide the services the State desires. If multiple individuals will be involved, include specific detail regarding each individual and his or her relevant tasks. Provide the same information for any subcontractors, if any are proposed.
- Financial Status Information: Provide information detailing the company's current financial position as well the financial position of any related companies. The information shall include the financial statements for the last three years, in accordance with Generally Accepted Accounting Principles. In addition, the company shall provide the most recent available Dun and Bradstreet reports (or equivalent) on itself, its partners, and its proposed major sub-contractors (those expected to perform more than five percent of the Contract).
- References: Supply reference summaries for five (5) entities for which you have done similar work in the past, as a contractor, sub-contractor or partner. Other Information. Describe other relevant work experience.

**Tab G: Reporting Plans, Procedures, and Documents:** Describe and document your company's current reporting plans, procedures and documents.

**Tab H: Total Current and Planned Staff:** Describe and document your company's total current and planned staff, along with a cost proposal. This section of the proposal should clearly state the proposed cost for the required services as a fixed hourly personnel for non-skilled and skilled. The price for the requested services shall include all expenses, including travel, incidentals and "other costs."

**Tab I: Other Information:** Include any other information deemed relevant or necessary for the reply, but inapplicable to any of the required parts or sections of the reply. If a respondent attaches a publication or other document to provide required information, a specific reference to the document and the relevant page or pages must be given in the appropriate part or tabbed section of the reply. If the document is not specifically referenced in a part or tabbed section of the reply, it will not be considered as a response to the corresponding paragraph of this solicitation.

**D. SUBMISSION INSTRUCTIONS**

Ten (10) hard copies and one (1) electronic version on a USB thumb drive in .pdf format, of the ITN response with the envelope marked with "Florida State Fairgrounds ITN Response" and the name of the Contractor must be received by November 8, 2021, at 3pm ET. Responses must be delivered to the following physical address:

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

[Randall.Foster@freshfromflorida.com](mailto:Randall.Foster@freshfromflorida.com)

Respondents delivering the materials in person or wishing to attend the submission opening must enter through the Orient Road entrance and proceed to the administration office.

**E. EVALUATION CRITERIA**

Evaluation of proposals leading to a short list of Contractors will be based on evaluation criteria. Any information a Contractor deems essential to the evaluation of the services offered, for which no provision is made in the ITN, should be clearly stated in the proposal. While the Authority reserves the right to request additional information or clarification from Contractors at any time in the process, Contractors should not assume that they will be allowed to amplify or modify their initial written proposal. The initial response must be a clear and easy to understand explanation of the products, services, benefits and prices offered and should include information as to how all specifications will be met.

**F. AWARD**

Authority reserves the right to award to a single vendor, or to multiple vendors if it is in the best interest of the Authority. The Authority will conduct a comprehensive, fair and impartial evaluation of all qualified proposals in response to this solicitation. Each proposal submitted will first be evaluated based on the evaluation criteria to determine overall responsiveness and completeness. Failure to submit a complete proposal or to comply with the instructions may deem a proposal non-responsive and eliminate it from further evaluation. Contractors should be certain to address each Award Criteria item thoroughly, as listed below. Contractors may be asked to make a short oral presentation to the Evaluation Committee. The Authority shall evaluate responsive proposal using the following criteria. The following criteria will be used to evaluate Proposals:

<u>Evaluation Specifications</u>	<u>Percentage Value</u>	<u>Points Value</u>
Qualifications/Submittal	60%	Up to 60 Points
Price	40%	Up to 40 Points
<b><u>Total</u></b>	<b><u>100%</u></b>	<b><u>Maximum Total 100 Points</u></b>

1. Qualifications: Contractor's qualifications and experience in successfully designing and installing LED Lighting at facilities of similar size and scope to those required by this solicitation, as indicated by the response to this ITN (Maximum 60 points)
  - (0-30 points), **Experience:** Age of the company, qualifications of key personnel, extent of Contractor activities, locations of Contractor's Florida office(s) and nearest Florida account, and current and past references. LED Lighting installation at buildings of similar size of the Buildings at the Fairgrounds.
  - (0 - 10 points) **Ability and Submittal:** Preference for companies with a proven ability to effectively have a wide range of unskilled and skilled personnel available. Plans submitted must meet the specifications in this ITN.
  - (0-10 points) **Programs:** Employee training; benefits; standard of conduct; reporting plans, procedures, documents; staffing. Company's policy in recruitment and assignment to ensure that only fit a proper person are hired and that the appropriate skill sets are deployed to fit site specific needs.
  - (0-10 points) **Financial:** The financial stability of Contractor as determined by any and all information received by the Authority as part of the evaluation of Proposal.
  
2. Price: The competitiveness of Contractor's price for the Services (Maximum 40 points).

**H. EVALUATION AND NEGOTIATION PROCESS**

Using the evaluation criteria specified above, the Authority shall appoint a committee that will include at a minimum the Chief Financial Officer, the Chief Operating Officer, and at least two (2) supervisors. The

committee is to evaluate and rank responses and, at the Authority's sole discretion, proceed to negotiate with Contractor[s] as follows.

1. The highest ranked Contractor[s] will be invited to negotiate a contract including a maximum contract price. If necessary, the Authority shall request revisions to the approach submitted by the top-rated Contractor[s] until it is satisfied that the contract will serve the Authority's needs. The process will continue until a contract is negotiated and executed. The Authority may in its sole discretion, award and enter into contracts with more than one Contractor, if in the best interest of the Authority.
2. The Authority reserves the right to negotiate with all responsive and responsible Contractors, serially or concurrently, to determine the best-suited solution. The ranking of replies indicates the perceived overall benefits of the proposed solution, but the Authority retains the discretion to negotiate with other qualified Contractors as deemed appropriate.
3. Before award, the Authority reserves the right to seek clarifications, to request reply revisions, and to request any information deemed necessary for proper evaluation of replies. Contractors may be requested to make a presentation, provide additional references, provide the opportunity for a site visit, etc. The Authority reserves the right to require attendance by particular representatives of the Contractor. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Contractor's reply. Failure to provide requested information may result in rejection of the reply.
4. The focus of the negotiations will be on achieving the solution that provides the best value to the Authority.
5. The Authority reserves the right to reject any and all replies, if the Authority determines such action is in the best interest of the Authority. The Authority reserves the right to negotiate concurrently or separately with competing Contractors. The Authority reserves the right to accept portions of a competing Contractor's reply and merge such portions into one project, including contracting with the entities offering such portions. The Authority reserves the right to waive minor irregularities in replies.

**I. SPECIAL CONDITIONS**

**1. Invitation To Negotiation Response**

- A. If Contractor elects to mail/ship its ITN 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 ITN Proposal package arrives at the Administrative Office at the Fairgrounds. ITN Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposals submission time and date shown above.
- B. The Proposal(s) of one or more Contractors may be accepted and such Contractor(s) will be invited to negotiate the terms. By submitting a proposal, Contractor agrees that such Contract shall include terms and conditions specified in this ITN.
- C. ITN Proposals must be delivered in sealed envelopes/packages clearly marked: ITN # FSF -10 - 2021

**J. INQUIRIES**

1. The Authority will not give verbal answers to inquiries regarding negotiation considerations or verbal instructions prior to or after the selection process of this Invitation to Negotiate. A verbal statement regarding same by any person shall be non-binding. The Authority is not liable for any cost incurred by the Contractor in connection with the preparation, production, or submission of their ITN Proposal including any increased costs resulting from the Contractor accepting verbal direction. All Authority changes to the ITN terms or specifications, if necessary, shall be made by written addendum to the ITN and distributed electronically by e-mail only.
2. Note: Contractors are responsible to insure that the Authority has their point of contact as well as their name, title, company name, address, telephone, and e-mail address in order to receive



any addenda.

3. Direct all inquiries to the Sole Point of Contact, Randall Foster, Purchasing Manager.

**K. SOLE POINT OF CONTACT**

Any questions concerning this Invitation to Negotiate should be emailed to Randall Foster, at: [Randall.Foster@floridastatefair.com](mailto:Randall.Foster@floridastatefair.com).

**L. MANDATORY PRE-BID/PROPOSAL CONFERENCE/VISUAL INSPECTION**

1. 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 Pre-Bid conference. The Authority shall schedule the Mandatory Pre-bid Meeting in accordance with the dates described herein. In addition emails shall be sent to the ITN vendor list. Authority representative(s) will be available at this time to answer any questions related to this Invitation to Bid. 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 ITN.

2. Failure to attend this pre-bid/proposal conference/visual inspection shall result in the disqualification of any Submittal.

**M. ADDENDA**

1. The Authority may issue written addenda prior to the proposal opening date, supplementing, modifying or interpreting any portion of this Invitation to Negotiate.

2. **No verbal or written information from any source other than the Fair Authority's addenda is authorized as representing the Authority.**

3. **Contractor's failure to return any and all addenda shall result in disqualification of that Contractor's Invitation to Negotiate proposal.**

**N. AWARD**

Contractors' proposals will be evaluated based on the requirements set forth in this Invitation to Negotiate. The Authority reserves the right to reject any or all proposals. The Authority expects to negotiate the terms of any ultimate award and reserves the right to seek best and final offers from one or more Contractors

**O. THE INVITATION TO NEGOTIATE PROCESS**

The ITN process is a flexible procurement process that is used when services are required. Negotiations offer an opportunity for selected Contractor(s) to discuss their responses with an evaluation committee and present a "best and final offer" that may lead to a negotiated agreement. The goal of this comprehensive process is for identification of the optimal outcome or the solution that best meets the needs of the Authority. Only representatives of the participating Contractors who are authorized to negotiate and make agreements shall be involved in negotiations.

**P. NEGOTIATION WITH CONTRACTORS**

1. To establish a short list of Contractors, submitted proposals will be evaluated, presentations may be requested, and references may be verified and reviewed. The Authority will compare the proposals according to the following evaluation criteria:

2. The shortlisted Contractors may be invited to continue in the negotiation process. Negotiations offer an opportunity for the selected Contractors to discuss their offers and proposals in further detail with the Authority's evaluation committee. Contractors will be given the opportunity to refresh their initial offers. Refreshed offers allow Contractors to match or exceed the offers made by competitors, both as to services and cost. This allows the Authority to secure services which best meet its needs, at a highly competitive and favorable cost. At the conclusion of this negotiation process, the Authority will notify those Contractors that have been selected for the short list. Each of the Contractors may be asked to submit a written best and final offer, to memorialize all agreements

reached during negotiations and to extend additional benefits to the Authority, if desired. Invitation to submit a best and final offer is not automatic. After this negotiation a final Contractor may be selected.

**Q. RIGHT TO NEGOTIATE**

1. Upon evaluation of the responses, the Authority has the right to enter into negotiations with one or multiple Contractors that appear to have submitted proposal(s) that best meet the needs and requirements of the Authority. Negotiations could include but are not limited to price and the terms and conditions of this ITN.

2. If for any reason a Contractor(s) and the Authority cannot arrive at a mutual agreement that would result in the issuance of a contract, the Authority reserves the right to terminate negotiations, to reject the proposal(s), and to continue negotiations with other responsive Contractors that may lead to the issuance and award of a contract.

**R. ORAL PRESENTATION**

After ITN proposals have been opened, Contractors submitting ITN proposals may be requested, at the sole option of the Authority, to make oral presentations or provide written clarifications. Such presentations or clarifications will provide an opportunity for the Contractor to clarify the proposal.

Oral presentations may be recorded. Recorded oral presentations and written clarifications will be affixed to the Contractor's ITN response and become part of the same as it originally submitted. The Authority will initiate and schedule a time and location for any presentations, which may be required.

**VII. STANDARD CONDITIONS**

**A. COST OF PREPARING AND SUBMITTING STATEMENTS**

Each Contractor shall pay their own costs and expenses in connection with responding to this ITN, 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. 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 ITN; issue subsequent ITNs; cancel the ITN process; waive any errors in responses it receives; negotiate with any, all, some or none of the respondents to this ITN; pre-qualify only select Contractors for in person presentations and/or interviews; negotiate with only one Contractor or with only select Contractors; rank or short-list Contractors and then not select any Contractors or have any further negotiations with anyone; continue, discontinue, re-start or terminate negotiations with a Contractor or any number of selected Contractors; negotiate with Contractors and then reject all proposals and not award any contract; request changes to project team personnel; and revise the scope of services required.

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

Any or all ITN 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.

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

### **C. CONFLICT OF INTEREST DISCLOSURE**

All Contractors must disclose with their response the name of any officer, director, partner, employee or agent of the firm who is also a director, member, or employee of the Authority. By submitting a response, a Respondent shall be deemed to represent and warrant the following to the Authority:

1. No person or entity employed by the Authority or otherwise involved in preparing this ITN on behalf of the Authority: (i) has provided any information to Respondent that was not also available to all entities responding to the ITN; (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 ITN; 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 ITN 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 ITN. 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 ITN, if any, or any other contract with the Authority or State) which might tend to obligate an Authority or State employee to Respondent, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment, or business opportunity. Such term shall not include work or services rendered pursuant to any other valid Authority or State contract.

### **D. MISCELLANEOUS PROVISIONS**

1. Change in Contractor's Information: If after Contractor has submitted a 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 ITN. The cone of silence will be imposed beginning with the advertisement of this ITN 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 ITN or respecting any issue related to this ITN 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 ITN, provided the communication is strictly limited to procedural matters or is otherwise expressly permitted by this ITN (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 ITN, 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 ITN 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 ITN 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 ITN 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 ITN or enter into any contract to provide any goods or services to a public entity, may not submit a response to this ITN 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 ITN on a contract to provide goods or services to a public entity, may not submit a response to an ITN 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 ITN on a contract to provide goods or services to a public entity, may not submit a response to an ITN 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 ITN: 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 ITN 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 ITN process. If Contractor receives an award as a result of the ITN, 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 ITN, 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.** Term of Agreement and Renewals. The successful Contractor shall be awarded an Agreement for five (5) years, with the Authority having the option to renew the Agreement for two (2) one (1)

year renewals under the same terms, conditions and pricing if such is deemed by the Authority to be advisable and advantageous. Throughout the term of the contract the Authority shall have the option to negotiate additional terms and conditions of the Agreement in order to meet the needs of the Authority.

**12. 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.

**13. No Assignment.** Neither the selection of any Contractor for negotiations following this ITN, 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.

**14. Addition/Deletion.** To the greatest extent permitted by applicable law, the Authority reserves the right to add or delete any item from this ITN or any resulting document or contract when deemed to be in the Authority's best interests.

**15. 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.

**16. Governing Law.** The interpretation and construction of this ITN 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.

**E. INSURANCE REQUIREMENTS**

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

**2.** The Contractor must secure and maintain, during the life of this agreement, Worker's Compensation Insurance for all his employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor's insurance. Such insurance shall comply fully with the Florida Worker's Compensation -Law. In case any class of employees engaged in work under his contract at the site of the project is not protected under Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Authority, for protection of the employees not otherwise protected.

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

**3.** The Contractor shall secure and maintain during the life of the Agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE which shall protect the Contractor and its officers, employees, servants, agents, and Authority from claims for damages and personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the vendor and the amounts of such insurance shall be for, at a minimum, the amounts as follows:

- **Endorsement to the policy naming the Florida State Fair Authority as the Additional Insured applied the General Liability and the Business Auto Liability.**
- **Commercial General Liability**

Each occurrence	\$ 1,000,000
Each aggregate	\$ 2,000,000

- **Business Auto Liability Insurance**  
Combined Single limit           \$ 1,000,000
- **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.