



**INVITATION TO NEGOTIATE ON AUTOMATED TELLER MACHINES FOR THE FLORIDA STATE  
FAIRGROUNDS**

**ITN # FSF 0922-2022**

**ITN Response Due Date: 22 September 2022 at 3:00 PM EST**

**Contact Person:**

John Prestianni  
Florida State Fair Authority  
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Tampa, Florida 33610

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## **INVITATION TO NEGOTIATE (“ITN”) FOR AUTOMATED TELLER MACHINES FOR THE FLORIDA STATE FAIRGROUNDS**

### **I. DESCRIPTION OF ITEMS REQUESTED**

The Florida State Fair Authority (“Authority”) is seeking bids (“Bids”) from highly qualified contractors (“Contractors”) describing the Contractor’s qualifications and experience to install, operate, and maintain its Automated Teller Machines (“ATMs” or “ATM Services”) to be utilized by the Florida State Fair Authority at the at Florida State Fairgrounds (“Fairgrounds”), 4800 Highway 301 North, Tampa, Florida. It is the intent of the Authority to seek bids from qualified Contractors providing ATM Services, at the annual Florida State Fair (“Fair”), in the month of February, and at non-Fair events throughout the year. The Contractor must be able to provide both permanent and temporary ATM machines, to be installed at agreed upon locations on the Fairgrounds, as determined by the Authority.

### **II. BID SPECIFICATIONS**

The technical specifications list describing the items which must be addressed in the Bid are as follows:

1. The number of ATM machines proposed, (permanent and during the Florida State Fair). The current ATM contract requires five (5) permanent ATMs and thirty-six (36) temporary ATMs to be used during the Florida State Fair. In addition, Bid should contain the cost to add an additional ATMs at large non-Fair events.
2. Provide electric and communication requirements for the ATM Services.
3. Provide the electric costs per machine (to be paid by the Authority). (Annual basis for the permanent ATMs and weekly basis for the Florida State Fair ATMs).
4. Provide the estimated response time for ATM cash replenishment.
5. Provide the estimated response time for ATM service issues.
6. Provide the expected level of ATM security expected to be provided by the Authority. Address contract termination responsibilities.
7. Indicate any other contractual restrictions.

The following points must be specifically addressed in the Bid Price Sheet (Attachment 1):

1. The fixed fee (if any) payable to the Authority.
2. ATM surcharge amount to patrons (permanent ATMs and Florida State Fair ATMs).
3. The percentage (if any) of surcharge payable to the Authority.
4. Expected ATM signage / sponsorship revenue.
5. Percentage (if any) of signage / sponsorship revenue payable to the Authority.
6. Settlement and payment time with the Authority.

### **III. CONTRACTOR’S OBLIGATIONS**

Contractor owns automated teller machines and owns or has the right to utilize all software needed for the operation of the ATMs. The contract with the winning Contractor shall provide that Contractor may install, operate, and maintain its ATM (the “Site ATM”) at Location’s premises in an indoor location or locations as mutually agreed, at the Florida State Fairgrounds (“Premises”). The Authority shall provide such space for the Contractor’s ATMs as is necessary to enable customers to have unobstructed access to the ATMs and for maintenance and servicing of the same. Before an ATM is placed on the Fairgrounds, it must have undergone extensive testing with both test money and the backend computer systems that allow it to perform transactions.

#### **IV. GENERAL SPECIFICATIONS**

- A.** The Contractor shall provide all materials, labor, equipment and services set forth in this ITN and in the Agreement entered into in conjunction with this ITN. The monitoring and auditing of the quality of services provided by Contractor, shall include, but shall not be limited to, both scheduled and unscheduled on-site inspections; surveys of the Authority and Authority's representative; and satisfaction, and communications with Authority's representatives following reports of failures or insufficiencies in the delivery of services. The foregoing shall include review of incident and other reports and communication with designated Authority's representatives regarding critical issues such as trends in types of incidents and the implications for incident prevention, potential cost savings and improvement of safety procedures.
- B.** The technical specifications and Scope of Work are described above. A Bid Price Sheet is included as Attachment 1.
- C.** Contractor's proposal shall provide at time of bid submission:
  - 1. References from a minimum of three (3) clients for work of a similar nature.
  - 2. Declaration at time of submission, anticipated deviations or inability to comply with any of the conditions, terms, or timelines of the summary of work.

#### **V. ADDITIONAL REQUIREMENTS**

- 1. 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, as defined in the Contract. 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.
- 2. Contractor shall be required to install the ATMs in a first-class, workman-like and professional manner. The monitoring and auditing of the quality of services provided by Contractor, shall include, but is not limited to both scheduled and unscheduled on-site inspections, surveys by the Authority representative's 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.
- 3. Contractor shall provide all equipment necessary to perform and complete the ATM Services in all respects. Contractor shall warrant that all Services shall be performed in accordance with ITN specifications and negotiated Contract 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.
- 4. Contractor shall at all times guard Fair Authority property against damage or loss to property. The contractor shall replace any loss; repair any damage to Fair Authority property, attainable to the Contractor or its associate(s). The Fair Authority may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Contractor.

**VI. INSURANCE REQUIREMENTS**

The Contractor shall not commence any work in connection with this contract until obtaining, at a minimum, the insurance described in this section. The Contractor must secure and maintain, during the life of the Agreement, Worker's Compensation Insurance for all his employees connected with the work of the 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.**

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.**

	• <b>Commercial General Liability</b>
Each occurrence	\$ 1,000,000
Each aggregate	\$ 2,000,000
	• <b>Business Auto Liability Insurance</b>
Combined Single limit	\$ 1,000,000
	• <b>Umbrella or Excess Liability</b> \$ 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.

**VII. SPECIAL INSTRUCTIONS TO BIDDERS RESPONDING TO THIS ITN.**

**A. PERFORMANCE QUALIFICATIONS FOR AWARD**

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

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

It is solely the Contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including, but not limited to possible interference from Authority activities. The Bidder(s), or his/her designees must attend the Mandatory pie-bid/Proposal conference ("Mandatory Meeting"). The mandatory meeting shall be held on **September 7, 2022 at 11:00**

## IX. ITN ANTICIPATED TIME TABLE

DATE		PROCESS
Aug 30, 2022		Bid Released
Sept 7, 2022	11:00 AM EST	Mandatory Meeting (in person or via Zoom)
Sept 9, 2022		Written Questions due to Authority
Sept 12, 2022		Written Response from the Authority
Sept 22, 2022	3:00 PM EST	ITN due to Fair Authority (can be emailed)
Sept 22, 2022	3:15 PM EST	Bid Opening
Sept 26, 2022	4:00 PM EST	Award Posted
Sept 30, 2022		Preliminary contract approval by both parties
Oct 3, 2022		Contract terms presented to Authority Board

## X. BID FORMAT (the following should be included and referenced with index tabs)

Table of Contents: Identify contents by tab and page number

**TAB 1** - Letter of Transmittal. A brief letter of transmittal should be submitted that includes the following information:

- (1) The Contractor's understanding of the work to be performed and a commitment to perform the service within the time period specified.
- (2) The names of key persons, representatives, project managers who will be the main contacts for the Authority regarding this 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 your company, financial and otherwise, to provide the Authority with these services, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
- c. An assessment of the Contractor'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 vendor'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 you have provided similar services. Include the name of entity, contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.

- e. Identification of senior and technical staff to be assigned to the Fair Authority. Staff named in the proposal may not be substituted without permission of the Fair Authority.
- f. Resumes, including relevant experience may be included.

**TAB 3** - Pricing Sheet (Attachment 1). The cost portion of the proposal should include the following elements:

- a. Completed and Signed Bid Pricing Sheet (See Attachment 1)
- b. A listing of any and all additional charges not specifically identified on the Bid Pricing Sheet
- c. An alternative bid pricing sheet can be submitted in the event the Fair Authority moves the sales of merchandise, food and games to a cashless system.

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

## **XII. SUBMISSION INSTRUCTIONS**

An electronic version (in .pdf format) of the ITN response can be emailed to [John.Prestianni@FloridaStateFair.com](mailto:John.Prestianni@FloridaStateFair.com) by **September 22, 2022 at 3pm ET**.

If the Bid 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: John Prestianni

[John.Prestianni@FloridaStateFair.com](mailto:John.Prestianni@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.

**XIII. CRITERIA FOR EVALUATION AND AWARD.** The Authority will conduct a comprehensive, fair and impartial evaluation of all qualified responses to this solicitation with at least 3 committee members. 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 on

1. Pricing/Revenue to Fair Authority (50%)\*,
2. Fees Charged to Patrons (20%)
3. Similar experience (15%)
4. Ability to furnish requested equipment in a timely factor (15%).

**See Schedule B for ATM transaction history**

\*For the pricing ranking, each member of the committee has the option to weigh fixed income more heavily than income for prospective surcharges.

**XIV. SPECIAL CONDITIONS**

**A. INVITATION TO NEGOTIATE OPENING**

- (1) 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 Fairgrounds no later than **3:00 P.M. EST** on September 22, 2022.
- (2) ITN 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 ITN should be emailed to John Prestianni at [John.prestianni@floridastatefair.com](mailto:John.prestianni@floridastatefair.com)

**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 Contractor. No binding contract will exist between Contractor and the Authority until the Authority executes a written contract.

Note: All contracts of greater than one (1) year must be approved by the Fair Authority board.

**XV. 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 ITN; issue subsequent ITNs; cancel the ITN process; waive any errors in responses it receives.

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.

## 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 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.
- (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 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.

## 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 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, Contractors, proposers, lobbyists, consultants and advisors) and their representative(s), on the one hand, and Authority staff, on the other hand, except for communications made pursuant to this 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 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) **No Assignment.** Neither the selection of any Contractor 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.
- (12) **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.
- (13) **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.

## Vendor Certificate of Offer

**By signing and submitting this Proposal, the Vendor certifies that:**

- (1)** Is a registered to conduct business in the State of Florida and 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"**

**BID PRICE SHEET**

**MINIMUM ATMS TO BE PROVIDED**

	Product Description	Number
1.	Permanent ATMs	
2.	Temporary ATMs for the Fair	

**CONTRACTOR REVENUE INFORMATION**

	Description	Per Transaction	Contractor Annual Revenue
1.	ATM surcharge amount during Fair		
2.	ATM surcharge amount remainder of year		
3.	Total expected surcharge income		
4.	Estimated ATM signage / sponsorship revenue		

**AUTHORITY REVENUE INFORMATION**

	Description	Percentage / Per Transaction	Authority Annual Revenue
1.	Fixed fee payable to the Authority		
2.	ATM surcharge %/per transaction to Fair Authority		
3.	Signage/sponsorship - % to Fair Authority		

Who will be responsible for obtaining signage/sponsorship revenue? Circle one

*(Contractor, Authority or Both)*

Settlement and payment time frame with the Authority \_\_\_\_\_

By affixing signature to this BID PRICE SHEET, proposer acknowledges reading and agrees to all terms, provisions and conditions contained in this Invitation to Negotiate.

FIRM NAME: \_\_\_\_\_

SIGNATURE (MANUAL): \_\_\_\_\_

SIGNATURE (PRINTED): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

FEID/SSN: \_\_\_\_\_

**ATTACHMENT "B"**  
**ATM Transactions History**

		<b>Fair</b>	<b>Non Fair</b>	
		<b><u># of Trans</u></b>	<b><u># of Trans</u></b>	
December 2016	- November 2017	23,312	7,486	
December 2017	- November 2018	26,584	12,284	
December 2018	- November 2019	22,497	7,554	
December 2019	- November 2020	23,568	6,963	Covid Impacted Non Fair
December 2020	- November 2021	15,810	7,543	Covid impacted Fair & Non Fair
December 2021	- June 2022	21,527	2,944	7 months