



INVITATION TO NEGOTIATE
Demolition and Rebuild of the Agribusiness Office in TECO Arena at the Florida State
Fairgrounds

ITN # FSF – 0301 - 2023

ITN Response Due Date: April 12, 2023, at 3:00 PM EST

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Demolition and Rebuild of the Agribusiness Office in TECO Arena at the Florida State Fairgrounds

The Florida State Fairgrounds (“Fairgrounds”) is a 325-acre complex, home to the Florida State Fair, and features indoor and outdoor exhibitions as well as livestock and equestrian areas. A Florida tradition since 1904, the 12-day Fair takes place in February and attracts an average of 460,000 annual visitors. In addition to the Fair, the Fairgrounds hosts numerous events such as rock concerts, trade shows, and conventions. The Fair and its Fairgrounds are managed by the Florida State Fair Authority (“Authority”), which is a public body organized and operated pursuant to Chapter 616, *Florida Statutes*, under the supervision of the Commissioner of the Florida Department of Agriculture and Consumer Services.

The purpose of this Invitation to Negotiate (“ITN”) is to solicit responses from qualified firms to enter into negotiation for a contract covering the redesign, planning, furnishing, and installation of a new roof for the Administration Building, a structure within the Florida State Fairgrounds (“Project”, “Work” or “Services”). The Work will include the removal of the parapet wall and roof redesign/retrofit of the west main entrance to the Administration Building.

I. GENERAL AND TECHNICAL DESCRIPTION OF REQUIREMENTS AND SERVICES REQUESTED

A. The purpose of this ITN is to invite responses from highly qualified contractors (“Contractor(s)”) describing the Contractor’s qualifications and experience and proposing a plan to demolish the existing agribusiness office and rebuild using the included plan and specifications as approved by the State of Florida Fire Marshal. The Project includes the removal of the existing structure **Attachment “A,”** (which is attached hereto and incorporated herein by this reference) and the rebuild of the building described above, as described herein. The Agribusiness Office is a separate structure built within the existing TECO Arena at the Florida State Fairgrounds. The existing structure has been the subject of numerous repairs, which have proved to be temporary. Accordingly, design of a new building is timely, as is the design of an aesthetic entrance to the building.

B. The response to this ITN (“Response”) must include Contractor’s recommended plan for the timeline, materials, and installation of demo of the existing building and construction of a new building. Based on a review and evaluation of the responses, the Authority will attempt to negotiate a contract for the above described services (“Contract” or “Agreement”).

C. The Contractor shall designate a coordinator for the services to be provided for the Project. At the request of the Authority, Contractor’s designated coordinator shall meet with Authority staff to determine project progress. The coordinator shall address any failure insufficiencies in the delivery of services or any other issues arising in the implementation of the Project.

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

E. Contractor shall provide the material and equipment necessary to perform and complete the services in all respects. Contractor shall warrant that all services shall be performed in accordance with the ITN specifications.

F. 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, 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.

H. Contractor shall be required to provide the Services in a first-class, workman-like and professional manner. Contractor shall remove and dispose of the existing roof, and other construction debris.

I. 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.

J. 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.

II. WARRANTY AND GUARANTEE

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

B. The Contractor shall warrant and guarantees that all work, material or equipment used or utilized in the Project, including work of any subcontractor or supplier, shall be in strict conformance with the contract documents included with this ITN and the agreement executed pursuant to this ITN Agreement and shall be free of Defective Work. "Defective Work" shall mean any work, material or equipment incorporated in the Project that the Authority, in its sole discretion, determines is faulty, unsatisfactory, deficient, or damaged, or does not strictly conform to the requirements of this ITN, Contractor's Response to the ITN, the Contract, and all applicable state, federal, and local laws, regulations and permits.

C. The Contractor shall guarantee to the that all of the Work shall be done in a competent, workmanlike manner, and that such Work shall be and remain free of defects in workmanship and materials for a period of one (1) year from the date when such Work is completed and accepted by the Authority in writing (or such other period as may be specifically agreed upon in writing between the parties). The Contractor shall assign to the Authority (if assignable) or enforce for the benefit of the Authority (if not assignable) any guarantees provided by manufacturers or sellers of machinery and equipment that are to be incorporated into the Work.

D. Contractor shall furnish one or more bonds, conditioned upon its faithful performance of all its obligations under the executed contract between the Contractor and the Authority; and upon its payment for all materials, labor, equipment, and other things used in the performance of the work from a surety acceptable to the Fair Authority, in a sum equal to one hundred per cent (100%) of the total awarded contract. The premium for the bond shall be deemed to be included in the contract price, and no additional compensation shall be payable to the Contractor with respect to such bond.

III. PERFORMANCE QUALIFICATIONS DURING TERM OF THE AGREEMENT

A. The Authority reserves the right to investigate or inspect at any time whether the Services, qualifications, or facilities offered by the Contractor 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 ITN 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.

1. 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.

2. 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 timeframe as described herein. 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 timeframe.

3. Reasonable Timeframe. A reasonable time frame to address substandard performance issues 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 (if applicable). During this timeframe, all issues must be addressed within a twenty-four (24) hour timeframe.

IV. 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. To aid you in becoming fully informed, the Contractors or his/her designees must attend the mandatory pre-bid/Proposal conference. 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 Invitation to Bid. Failure to attend this mandatory conference/visual inspection shall result in the disqualification of a response to the ITN.

V. SPECIAL INSTRUCTIONS TO CONTRACTORS RESPONDING TO THIS ITN

1. 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 Contractor to furnish the Services offered. If the Authority determines that the conditions of the ITN 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 Response. Contractor may be disqualified from receiving awards if Contractor, or anyone in its 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, Contractor is not relieved from fulfilling all Contract requirements.

2. Invitation to Negotiate Anticipated Time Table

DATE		PROCESS
03/08/2023		Invitation to Negotiate released
03/15/2023	11:00 AM ET	Mandatory Pre-Bid Meeting (Enter: Orient Road, to the Administration Office)
03/17/2023		Written Questions due to Authority
03/20/2023		Written Response from the Authority
04/12/2023	3:00 PM ET	ITN Due to FSFA
04/14/2023		Oral Presentations, if deemed necessary will be scheduled
04/17/2023		Negotiations / Best Offer Finalized
04/21/2023		Contract Target Date
05/01/2023		Proposed Start Date

3. 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. 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 it's 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 C: Reporting Plans, Procedures, and Documents: Describe and document current reporting plans, procedures and documents.

Tab D: Total Current and Planned Staff: Describe and document 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 E: Pricing Sheet (Attachment "B",) which is attached hereto and incorporated herein by this reference.). The cost portion of the proposal should include a completed and signed Pricing Sheet. A listing of any and all additional charges not specifically identified on the Pricing Sheet.

Tab F: Timeframe: Proposed construction schedule for the Project.

Tab G: Other Information: Include any other information deemed relevant or necessary for the Response, but inapplicable to any of the required parts or sections of the Response. 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 Response. If the document is not specifically referenced in a part or tabbed section of the Response, it will not be considered as a response to the corresponding paragraph of this ITN.

VI. SUBMISSION INSTRUCTIONS

One (1) electronic version (in .pdf format) of the ITN response (“Response” or “Proposal”) must be emailed to Michael.Rogalsky@FloridaStateFair.com by April 12, 2023, at 3pm ET. If the Response is not emailed, it must be delivered by the same due date and time to the Fair Authority Administration Building at the following physical address:

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

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. A Response from 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.

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.

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. Direct all inquiries to the Sole Point of Contact, Michael Rogalsky.

VII. EVALUATION AND AWARD CRITERIA

A. Evaluation of Responses that will be considered under the ITN will be based on the evaluation criteria described in this section. 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 Response. 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. In order to be considered, proposals must meet the following responsiveness and responsibility criteria.

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

2. Responsibility. The Authority will determine whether Contractor is one with whom it can or should do business. Factors that the Authority may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws, Contractor's record of performance and integrity- e.g. has the Contractor been delinquent or unfaithful to any contract with the Authority, whether the Contractor is qualified legally to contract with the Authority, financial stability and the perceived ability to perform completely as specified. A Contractor must at all times have financial resources sufficient, in the opinion of the Authority, to ensure performance of the contract and must provide proof upon request. Authority staff may also use Dun & Bradstreet and/or any available industry information.

The Authority reserves the right to inspect and review Contractor’s facilities, equipment and personnel and those of any identified subcontractors. The Authority will determine whether any failure to supply information, or the quality of the information, will result in rejection.

3. Technical Proposal. The Authority will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The Authority will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.

4. Price. Each Proposal’s pricing will be evaluated using comparative analysis, subject to meeting administrative and responsibility requirements.

The Authority reserves the right to reject any and all Responses, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the successful Contractor, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. Also, the Authority reserves the right to reject the bid of any Contractor if the Authority believes that it would not be in the best interest of the Project to make an award to that Contractor, whether because the Response is not responsive or the Contractor is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Authority. If a contract is to be awarded, it will be awarded to the lowest Contractor whose evaluation by the Authority indicates to the Authority that the award will be in the best interest of the Project.

Responses that have met the above requirements will be evaluated as described herein.

B. 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. As described above, each proposal submitted will first be evaluated based on the evaluation criteria to determine overall responsiveness and completeness.

Failure to submit a complete Response or to comply with the instructions may deem a proposal non-responsive and eliminate it from further evaluation. Contractors that meet the initial criteria may be asked to make a short oral presentation to the Evaluation Committee, as further described below. The Evaluation Committee shall evaluate Responses using the following criteria:

<u>Evaluation Specifications</u>	<u>Points Value</u>
Qualifications	Up to 100 Points
Pricing	Up to 300 points
Quality of Demolition Plan	Up to 150 points
Quality of Rebuild Plan	Up to 100 points
References	Up to 100 points
Presentation	Up to 50 points

C. Evaluation Committee

Using the evaluation criteria specified above, the Authority shall appoint a committee that will include at a minimum the Finance Director, one (1) Authority Director, and at least one (1) supervisor. The committee is to evaluate and rank Responses and, at the Authority's sole discretion, proceed to negotiate with Contractors 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 Response. Failure to provide requested information may result in rejection of the Response.

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 responses, 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 Response 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 Responses.

D. THE INVITATION TO NEGOTIATE PROCESS

1. 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.

2. 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 Evaluation Criteria described herein. 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.

3. 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. 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.

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's Purchasing Manager will initiate and schedule a time and location for any presentations, which may be required.

E. STANDARD CONDITIONS

1. Cost of Preparing and Submitting Proposals. 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.

2. 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.

3. Conflict Of Interest Disclosure. 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:

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 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 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) which might tend to obligate an Authority 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 contract.

F. 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, Contractors, 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 State of Florida discriminatory vendor list may not submit a response to an ITN or 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 Rules 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 Contractor, 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 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.

13. 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.

14. 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.

15. 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.

G. 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.**
- **Commercial General Liability**

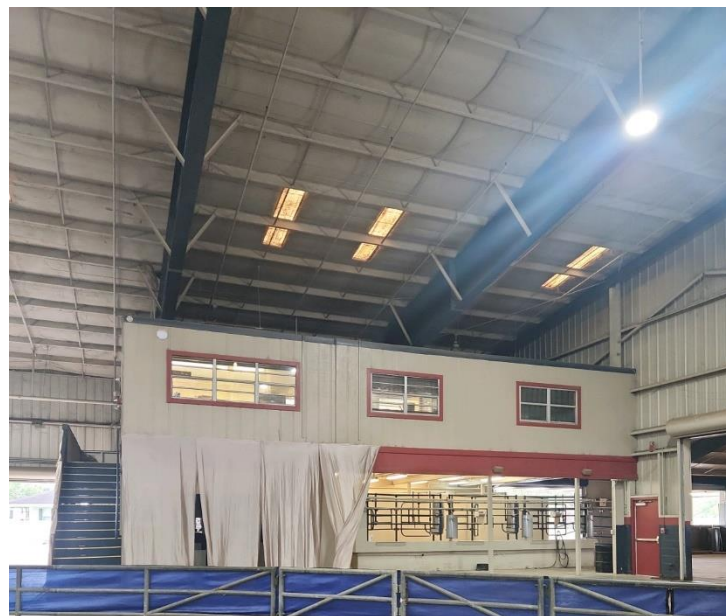
Each occurrence	\$ 1,000,000
Each aggregate	\$ 2,000,000
- **Business Auto Liability Insurance**

Combined Single limit	\$ 1,000,000
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- **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.

Exhibit A

Photographs of Existing Building and Plan for New Construction



ATTACHMENT "B"

BID PRICE SHEET

Bidder must provide a response for each item to be eligible for award.

DESCRIPTION

All services as specified in Section I of this Invitation to Negotiate and Contractor’s Response

PRICE

\$

By affixing signature to this **BID PRICE SHEET**, bidder acknowledges reading and agrees to accept all terms, provisions, and conditions contained in this Invitation to Negotiate, including binding themselves to responses provided herein.

BIDDER NAME: _____

SIGNATURE (MANUAL): _____

SIGNATURE (PRINTED): _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

FEID/SSN _____