



**INVITATION TO NEGOTIATE
FOR SECURITY GUARD/EVENT STAFF SERVICES
ITN # FSF -060124**

ITN Response Due Date: August 1, 2024 at 3:00 PM EST

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Security Guard/Event Staff Services at the Florida State Fairgrounds

The purpose of this Invitation to Negotiate (“ITN”) is to solicit responses from qualified firms to enter into negotiation for security guard/event staff services for the Florida State Fairgrounds, 4800 North Highway 301, Tampa, Florida 33610 (“Fairgrounds”). The purpose of this ITN is to invite responses from highly qualified security guard services entities (“Contractor(s)”) describing the Contractor’s qualifications and experience and proposing a plan to provide security guard services on the Fairgrounds. The Contractor must demonstrate a background in providing security for mass audience entertainment facilities such as fairgrounds, exposition parks, or theme parks. Based on a review and evaluation of the responses, the Authority will attempt to negotiate a security guard services contract for the Fairgrounds.

The Fairgrounds is a 336-acre complex, home to the Florida State Fair (the “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. In 2019, the Fairgrounds hosted some 192 events covering 585 event days. 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. Security guards play an integral role in patrolling and securing the Fairgrounds. Properly trained security guards can enforce the Authority rules and regulations, assist to deter or alert about criminal activity, develop community relationships, staff special events, and respond to calls for service and assistance.

In general, the responsibilities of trained security guards will include, but not limited to:

- External and internal inspection and patrol of Fairgrounds property, along with familiarity of the activity of the location
- Protection of Fairgrounds property.
- Reporting of hazardous conditions and physical security problems.
- Enforcement of related Authority regulations, policies and procedures.
- Non-criminal public safety and security enforcement services to the Fairgrounds.
- Providing sufficient event based staffing for the Fair and other large trade shows or conventions

I. GENERAL DESCRIPTION OF REQUIREMENTS AND SERVICES REQUESTED

The security guard/event staff services will consist of unarmed security guard services seven (7) days per week and twenty-four (24) hours per day at the Fairgrounds, and its associated structures and sites and additional security guard services at the annual Florida State Fair and non-fair events. In the event that a Contractor is chosen as a result of the ITN, the Authority plans to negotiate a three (3) year agreement, with compensation based upon billing rates for security personnel provided by Contractor ("Agreement" or "Contract"). The Authority expects that the full time salaried operations manager required as part of this ITN will be provided by Contractor as part of the consideration for entering into the Agreement and there will be no separate charge for this management service.

The Fairgrounds includes the following facilities:

- Expo Hall – 88,000 square feet (four permanent concession stands).
- Entertainment Hall – 52,000 square feet (two permanent concession stands).
- Floating Restaurant – approximately 200 seat restaurants with bar.
- Florida Center – 44,000 square feet.
- Special Events Center – 40,000 square feet (two permanent concession stands).
- Bob Thomas Equestrian Center (approximately 24 acres). This complex consists of the Charlie Lykes Arena with an approximate 125 foot x 150 foot ring and bleacher seating, 471 horse stalls in five barns, an open sided covered arena with an approximate 160 foot x 300 foot ring, a 300+ seat spectator pavilion, concession and administrative building, three outdoor arenas (Gran Prix and two others), and a feed store.
- The Midway – approximately 25 acres.
- Parking Lots – approximately 18,000 vehicle capacity.
- Cracker Country - a 4-acre Florida rural living history museum on the southern end of the Fairgrounds is home to historically significant buildings from all across the State of Florida and restored on site to their original turn-of-the-twentieth century appearance.

All security guards shall:

- Maintain discipline, professional appearance, and integrity.
- Be required to enforce the Authority's public safety and security regulations, policies and procedures, as well as vendor security policies, procedures, and orders.
- Ensure that prompt, appropriate and trained action is taken to prevent or minimize losses, accidents, fires, property damages, safety hazards, and security incidents.
- Operate security console, systems and other safety devices installed or maintained by the Authority.
- Monitor alarms, surveillance, screens, and recording devices, as appropriately assigned.
- Establish and maintain radio and/or cellular phone contact with the Authority's representatives. Radios must be compatible with repeater system.
- Investigate unusual occurrences in and about the premises, and maintain awareness of special activities taking place throughout the property.
- Conduct random walking patrols.
- Follow written instructions that outline specific activities.
- Be capable of responding to any call received in the appropriate time expectations.
- Inspect exterior doors for proper lock down at facilities set time.
- Be available as required for special events and situations.

Each security guard shall be and maintain the level of security training appropriate for highest level of security enforcement. At a minimum each security guard shall:

- Successfully pass a drug test or screening.
- Successfully pass a pen and paper test for English speaking, writing and comprehension.
- Complete all required training courses as mandated by the State of Florida
- Successfully pass physical examination in order to fulfill security responsibilities.
- Successfully pass background investigations for city, county, state and federal government.

II. GENERAL SPECIFICATIONS

- A.** The Contractor shall provide all of the required security equipment for the security guard services, including but not limited to, vehicles, (trucks, golf carts), two-way radios, metal detecting wands, camera's, flashlights, traffic cones, etc. The Contractor shall maintain two vehicles to be used on the Fairgrounds by security staff for routine patrols and during events. The Contractor shall provide golf carts for security guards to use on the Fairgrounds during certain events. The number maintained will vary, but must be sufficient to support a range of events at the Fairgrounds, from small events to the Florida State Fair. The Contractor shall provide each security guard with a reliable communication device and all necessary communication equipment to perform their duties. Any type of communication devices/equipment provided by the Contractor shall not interfere with the Authority's existing or future purchase of technology. The Contractor shall issue security guards the equipment deemed appropriate and necessary to meet the specific needs of a specific event. The response to this ITN shall include a consideration of the cost of additional vehicles and security equipment.
- B.** The Contractor shall ensure that all personnel are properly trained, certified, and licensed in accordance with Chapter 493, Florida Statutes.
- C.** The Contractor shall maintain records of all accidents/incidents that occur on the Fairgrounds, a copy of which will be forwarded to the Authority's Personnel on a daily basis.
- D.** The Contractor shall provide weekly time sheets which reflect personnel assigned to detail by: total hours, rate and specific event.
- E.** The Contractor shall prepare a written security plan and budget for approval of the Florida State Fair Authority for security guard services at the Fair.
- F.** Security guards shall report to work in uniforms provided by the Contractor. The uniform shall clearly identify the employee as a security guard working for the Contractor and shall include a picture ID badge. The uniform shall be neat, clean, pressed, and present a professional appearance. Shoes shall be shined in a satisfactory manner. A security guard reporting to work with a uniform that does not meet this standard will be required to change before reporting to work, and the Contractor shall provide an immediate replacement, as necessary, to avoid any lapse in coverage. The contractor shall meet with the Authority staff to determine appropriate and acceptable types of uniforms. The Authority reserves the right to approve the uniforms.
- G.** The contractor shall cooperate fully with all local law enforcement and emergency medical personnel that may be employed or otherwise engaged by the Authority.
- H.** The Authority will provide Contractor with an office on the Fairgrounds, at a monthly rental fee of \$750.00, which includes sewer, electric and internet.
- J.** At the request of the Authority, Contractor's designated onsite commander/coordinator for security shall meet with Authority staff and clients to determine security requirements for specific events.

III. SECURITY GUARD SERVICES TECHNICAL SPECIFICATIONS

- A.** The Contractor shall provide appropriately equipped and well-trained certified and/or licensed security guards per the specifications for the protection of Authority employees, the general public, and the Fairgrounds. The Contractor shall provide all labor, supervision, material and equipment necessary to perform and complete the services in all respects in accordance with the Contract Documents. 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.
- B.** 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.

C. The monitoring and auditing of the quality of services provided by Contractor, including but not limited to both scheduled and unscheduled on-site inspections, surveys of the Authority and Authority's representative ' 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 (while preserving the integrity of security guard services) and improvement of safety procedures.

D. The designation an onsite account manager to address any failure or insufficiencies in the onsite delivery of Services or any other issues arising in the implementation of the security guard services

E. Upon any termination of the Agreement with respect to any Property, Contractor shall cooperate with the Authority in transferring all documents, books, records and other property relating to the applicable Property or Properties in Contractor's possession or control, as may be reasonably requested by the Authority to such party as may designate in writing and in otherwise providing for the orderly and professional change in performance of Services at such Property or Properties.

IV. SERVICES TO BE PROVIDED

The services to be provided are unarmed security guard services at the Fairgrounds, in compliance with Section 493 of the Florida Statutes. These services include standing security posts, roving security patrols, parking lot workers, monitoring security systems, supervising other security guards, maintaining security infrastructure, and carrying out such other basic security tasks as required by the Authority. The description of services below is not intended to be exhaustive; the Contractor shall provide, at the Authority's direction, whatever is reasonably necessary to protect the Authority's, employees, the general public, and the property.

A. YEAR ROUND FAIRGROUNDS SECURITY GUARD SERVICES

GENERAL – Year Round Fairgrounds Security guard services includes the furnishing of all uniformed security personnel, equipment, communications, transportation and supervision required to provide security and coordination of emergency medical services for the daily operation of the Fairgrounds.

DESCRIPTION AND LOCATION – There shall be two (2) security guards on duty at all times. One security guard shall be stationed at the guardhouse at the Orient Road entrance to the Fairgrounds and one guard shall patrol the Fairgrounds in a vehicle. The year round Fairgrounds security guards shall monitor the traffic entering the Fairgrounds and respond to any incidents that occur on the Fairgrounds during their shift. The year round Fairgrounds security guards shall monitor the Authority's Fire Alarm System and respond appropriately to all alarms.

B. FLORIDA STATE FAIR SECURITY GUARD SERVICES

GENERAL – Florida State Fair security guard services includes the furnishing of all uniformed security personnel, equipment, communications, transportation and supervision required to provide security and coordination of emergency medical services for the annual Florida State Fair.

DESCRIPTION AND LOCATION - Annual Florida State Fair security guard services includes the furnishing of uniformed guards, unarmed guards, event staff, supervisors, parking supervisors and parking attendants. The annual Florida State Fair is held in February each year and utilizes the entire Fairgrounds. Fair security guards shall provide parking assistance, crowd control, security of property, personal protection and safety of clients, Authority personnel, and the patrons of the Fair.

C. NON-FAIR AND HORSE SHOW EVENT SECURITY GUARD SERVICES

GENERAL – Non-Fair and Horse Show Event security guard services included the furnishing of all uniformed security personnel, equipment, communications, transportation and supervision required to provide security and coordination of emergency medical services for all scheduled Non-Fair and Horse Show events as requested.

DESCRIPTION AND LOCATION - Uniformed guards, event staff and parking attendants are required for Non-Fair and Horse Show events, which are held throughout the Fairgrounds. Non-Fair and Horse Show Event

security guard services include parking assistance, crowd control, security of property and personal protection of clients and patrons of events authorized by the Fair Authority to be held at the Fairgrounds.

D. ADDITIONAL REQUIREMENTS

Contractor shall:

- 1.** Maintain discipline, excellent appearance, professional demeanor, integrity, and attention to duty among all security guards.
- 2.** Require security guard to enforce both the Authority's and the adopted contractor's security policies, procedures, and orders. Security guards shall perform all duties in accordance with oral or written instructions provided by the appropriate guard. Security guards shall read and become familiar with all Authority security policies and procedures, to include evacuation procedures. Security guards shall contact the on-call Authority personnel if situations arise that the security guard do not know how to handle.
- 3.** Develop site-specific instructions and post orders within 30 days from the start date of the Agreement.

Site-specific instructions and post orders must be approved by the Authority prior to distribution.

Furnish trained and qualified unarmed security guard in sufficient number to provide service as requested by the Authority. This service will be continuous, regardless of weather, disaster, or other conditions. The services provided will include, but not be limited to, the following:

- Administering the Authority's site security procedures and post orders.
 - Access control of persons, vehicles, and other property.
 - Site surveillance (by either foot or vehicle).
 - Identifying and reporting security and safety violations.
 - Maintaining files for security-related documentation.
 - Assisting Authority personnel in emergency situations.
 - Provide both oral and written reports.
- 4.** Ensure that prompt action is taken in accordance with Authority regulations, policies, and procedures to prevent or minimize losses, accidents, fires, property damages, safety hazards and security incidents. The security guard will take appropriate action on any breaches of security, suspicious activity, or safety hazards in notifications to the Authority contact or designee.
 - 5.** Operate security console, security system, fire and life safety system, and other safety devices installed and maintained by the Authority.
 - 6.** Monitor alarms, surveillance screens, and recording devices. Monitor the fire alarm system and respond to any alarm sites, in accordance with Authority procedures. Establish and maintain radio and/or cellular phone contact with the Authority contact person(s).
 - 7.** Investigate unusual occurrences in and about the premises and maintain an awareness of special activities taking place throughout the buildings and property.
 - 8.** Conduct random walking patrols on a regular schedule as established by the throughout the buildings (including interior stair wells) grounds and parking lots, being alert for suspicious persons, suspicious packages, personal and Authority property exposed to theft, and safety concerns. The security guard shall vary the rounds so as not to be predictable in the arrival times or the time spent at each location.
 - 9.** Follow written instructions that outline specific activities and conduct of guards. These instructions will clarify and identify Authority agents that have authority to direct contract security employees.
 - 10.** Security guard shall inspect exterior doors for proper lock down at facilities set time.
 - 11.** Security guard shall be available as required for special events and situations.

E. ELIGIBILITY CRITERIA

All security guard employed by the Contractor are required to meet the following requirements.

1. The Contractor must be licensed by the State of Florida to perform security guard services and each security guard utilized shall have a minimum of two years' experience in a security position and at minimum, in accordance with Section 493 of the Florida Statutes.
2. Any individual who performs security guard services must have a Class "D" license in accordance with Section 493 Florida Statutes.
3. Shall be physically qualified to perform all duties to include a medical evaluation.
4. Background checks shall be made of all security guard used by the contractor, a copy of which will be provided to the Authority before any security guard will be allowed to work under the Agreement. The Authority reserves the right to reject any proposed security guard based on background check information.

The Contractor shall have a FDLE (Florida Department of Law Enforcement) background check performed on each individual that will be working in the facility. The Contractor may access the FDLE website themselves to perform this check online. The contractor is responsible for payment. The address for the website is: <http://www.fdle.state.fl.us/Criminal-History-Records/Obtaining-Criminal-History-Information.aspx> A copy of the background check must be provided to the Authority before any security guard will be allowed to at the Fairgrounds. The Authority reserves the right to reject any proposed security guard based on background check information.

F. HIRING STANDARDS AND POLICIES

1. **Standards:** The Authority requires that Contractor's security guards meet or exceed the minimum standards set forth below before assignment to the premises:
 - Valid driver's license or valid state identification card.
 - Successfully pass a drug test. Successfully pass background investigations for the city, county, state, and federal government FCIC.
 - Successfully pass a pen and paper test including, but not limited to, spelling and grammar.
 - Complete all required training courses as mandated in state and locality of employment.
 - Meet State licensing requirements prior to placement.
 - The Contractor's Project Manager, Contract Supervisor and security guards must be able to read, write, speak and understand English clearly.
 - Security guards must comprehend oral and written orders, procedures, and materials.
 - Security guards must be physically able to accomplish various tasks that must be performed, including but not limited to quickly ascending and descending multiple flights of stairs and lifting weight of at least 40 pounds (unless written approval is obtained from the Authority),
 - Security guards must have a well-developed level of maturity necessary for professional interaction.
 - Security guards must be neat, clean, and well-groomed appearance while providing services.
2. **Policy Regarding Drug, Alcohol, and Other Contraband.** The use, possession, or transfer of illegal drugs, controlled substances (including medications without valid prescription), simulated (look-alike) drugs, drug paraphernalia, alcohol, explosives, and other weapons on Authority's premises is strictly forbidden at all times. Contractor will be required to comply with and enforce this policy, with respect to contractor's employees, as part of employment. For the purpose of this policy, the use or possession of property belonging to the Authority, or to another person, without the permission of the rightful owner of such property, will be considered a violation.

Contractor must have a written policy pertaining to the use or possession of drugs, alcohol, and other contraband items in a form and content acceptable to the Authority. Contractor will ensure that copies of said policy are provided to all security guards. Contractor shall always maintain a comprehensive drug and alcohol testing program during the term of this contract. The procedures for such programs, including any related policies, will be provided by the contractor as a part of the submittal.

The Authority shall reserve the right to conduct reasonable searches of security guards, including privately owned vehicles, while on the property at any time, if permissible under applicable state and local laws.

The contractor will be solely responsible for ensuring that employees assigned to the Fairgrounds have been informed of and understand this policy and shall monitor compliance with said policy as provided above. Contractor shall conduct a drug/urinalysis test on guard prior to assignment to the Authority. Results of such testing will be provided to the Authority. Guards who return a positive test on a drug screen will not be assigned to the FSF. Security guards found in violation of this policy will be immediately relieved of duty. Contractor and local authorities will be notified.

3. Security guards will not leave assigned posts at any time during or at the end of a shift, unless relieved by the appropriate duty guard, or unless specifically authorized by the Authority to leave the post. Security guards shall not leave the assigned post at any time during the shift. Security guards shall bring their necessary meals for consumption on the premises.

4. The contractor will provide an assigned onsite full-time operations manager to assure adequate supervision of all contract personnel at no cost to the fairgrounds.

G. INSPECTIONS

The Contractor shall provide a salaried operations manager who will conduct regular, unannounced inspections to ensure security guard's compliance with all established regulations. Inspections will consist of not less than one visit per shift each week. The Contractor shall have frequent, documented unannounced inspections day and night by senior management personnel, including branch managers, and periodic inspections by regional managers and utilize inspections as time for further training by salaried manager, testing and review documented on guard's monthly training record.

H. TRAINING

1. Contractor shall assure adequate training is conducted for all contractor's personnel on all requirements other than Authority specific issues. The Authority will provide orientation training on its related regulation, policies and procedures. Contractor shall train all staff in Authority initiatives, customer service and code of conduct. Contractor shall:

- Coordinate staff training in CPR, First Aid, Blood Borne Pathogens, Hazardous Materials, as required.
- Coordinate and facilitate staff development, licenses, permits, certifications, etc.
- Administer monthly quizzes for security guards re-train any guard who fails at contractor's expense.
- Coordinate defensive driving course for guards who operate vehicles while on duty.
- Train staff in appropriate actions to take related to violence in the workplace.

2. Mandatory Guard Training:

Contractor, at contractor's expense, shall ensure that newly assigned guards are trained in the following areas:

- Patrol and observation techniques
- Report writing
- Customer service and public relations
- Fire safety and prevention
- Bomb Recognition

- Conflict management
- Interpersonal skills
- Incident investigation
- Crime prevention
- Handling threatening/hostile individuals
- Computer operations
- Emergency Call Procedures to notify the police/sheriff department of jurisdiction
- Compiling employee log sheets to log the inspections and observations of rounds
- Operation of a two-way radio, cellular telephone or other device, to be able to call in to the headquarters
- Shall obtain Emergency Call Procedures from Project Manager, to notify the Authority of a problem
- Procedures for identifying and handling suspicious packages
- Procedures for identifying and safely responding to bio-medical hazards
- Each security guard shall complete all required training courses as mandated by the State of Florida.
- The premises shall not be used as a training site for contractor personnel destined for assignment at other accounts.

3. On-Going Guard Training: Each guard shall also receive a minimum of eight (8) hours of training every twelve (12) months at the sole cost and expense of contractor. Subjects shall include, but not be limited to:

- Customer service
- Conflict management
- Report writing
- Interpersonal skills
- Incident investigation
- Crime prevention
- Handling threatening/hostile individuals
- Computer operations
- Fire prevention
- Observation skills
- Effective patrol techniques

4. Vehicle Operating Training: Contractor motor vehicles shall be operated on the premises only with the express approval of the Authority. Contractor vehicles shall be maintained in good repair and shall prominently display identification of contractor at all times. Defensive driving training for all vehicle operators is required. Authority parking permits must be purchased by the Contractor.

5. Certifications: All security guards will meet state and local licensing requirements. Copies of licenses and certificates must be provided to the Authority upon receipt. All security guards assigned to the premises shall have CPR, First Aid, Hazardous Material, and Blood Borne Pathogen training as required by state, local, or property regulation. Copies of certificates must be provided to the Authority upon receipt.

I. AUTHORITY FURNISHED ITEMS

The Authority will furnish, without cost to the Contractor, the following materials and equipment to be used in connection with the performance of this Contract:

- 1. Procedures:** The Authority will provide the following documents to the Contractor within **ten** days after the Contract effective date:
 - On-Call List
 - Emergency Call Procedures

2. Keys: Keys/Access cards for access to each site will be issued to security guards employed at those sites in accordance with Authority procedures. Appropriate use of these keys will be detailed in training materials provided by the Authority. The Contractor is responsible for securing and maintaining the keys/access cards in good working condition. The Authority will replace lost keys/access cards at the Contractor's expense. Reports will be written on all lost keys/access cards. Keys/Access cards will be turned over to the Authority immediately upon request. The Contractor assumes full responsibility for all equipment issued by the Authority to the Contractor solely for performance of the work contained herein. The Contractor will reimburse the Authority, at current market rates, for all equipment that is lost, damaged, stolen, or otherwise unavailable. Upon termination of the Contract, all equipment will be returned to the State in good operating condition, less reasonable wear and tear.

J. CONTRACTOR FURNISHED ITEMS

1. Uniforms: All security guards assigned to the property will be appropriately uniformed in accordance with applicable local, state, and federal standards. Contractor shall be responsible for uniform costs. Contractor shall be responsible for uniform cleaning in those markets where required by law or by collective bargaining agreement.
2. One two-way radio (compatible with the Authority's) to be assigned to the Security Manager designated by Contractor.
3. Procedures: The Contractor will provide all necessary documents required to perform services to the security guard, within ten days after the Contract effective date.
4. The Contractor shall provide traffic cones, traffic direction equipment, traffic direction signage, and any tools necessary for the performance of the duties of security officers, parking staff and event staff.

K. REPORTING PROCEDURES

1. Any unusual events will be summarized briefly in the Post Logbook maintained at each site for identification of the principals later if further investigation is needed. The Logbook will become the property of the Authority upon termination of the Agreement. Preserve the Logbooks for each post from the inception of the Agreement and make the Logbooks immediately available to the Authority upon request.
2. In addition to immediately reporting specific incidents prepare written monthly reports for the Authority detailing the previous month's security-related activity and crime incidents that occurred at each post. Specific tables, charts, summaries, etc. will be included in these reports. Summarize and submit these reports to the Authority on an annual basis on the anniversary date of the commencement of the Agreement.
3. Provide a detailed tracking and investigation system ensuring the thorough and professional monitoring and resolution of all complaints brought forth regarding the performance of the work pursuant to the Agreement.
4. Maintain a log of all significant events that take place during the shift. Each shift will start with a new log entry listing any abnormal conditions or indicating that conditions were normal. The log shall reflect at a minimum all security, safety or building maintenance events, the time that they occurred and the corrective actions that were taken.
 - The Contractor shall issue quarterly reports to the Authority detailing a professional observation of current security practices. Any recommended changes may or may not be implemented at the discretion of the Authority.
 - In the case of any action or unusual incidents, the Authority will be notified, and it will be recorded in the security log.

V. PERFORMANCE QUALIFICATIONS DURING TERM OF AGREEMENT

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

VI. 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 Contractor 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 Contractor, or anyone in Contractor'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, Contractor is not relieved from fulfilling all Contract requirements.

B. MINIMUM WAGE SCALE FOR CONTRACTOR EMPLOYEES

The Authority has determined that the average current market rate for qualified security personnel is \$15.00 per hour. The Authority will require that the Contractor pay the personnel this minimum amount in the first year of the Agreement and that Contractor will substantiate these payments at any time, upon request by the Authority. It is intention under the ITN that the minimum will escalate by the increase in the CPI-W index each year. Any additional increases will require the written approval of the Executive Director of the Authority. The response to this ITN shall include a breakdown of the hourly cost for each of the following categories: Unarmed Security Guard, Unarmed Security Guard Supervisor, Parking staff, Parking Supervisor, Event Staff, and Event Staff Supervisor.

C. INVITATION TO NEGOTIATE ANTICIPATED TIME TABLE

DATE		PROCESS
06/18/2024		Invitation to Negotiate released
07/09/2024	10:00 AM	Mandatory Meeting
07/18/2024	3:00 PM	Written Questions due to Authority
07/19/2024	4:00 PM	Answers Posted
08/01/2024	3:00 PM	Invitation to Negotiate Due
08/16/2024		Award of Invitation to Negotiate Posting
08/16/2024		Negotiation begins
October 2024		Approval of Agreement at Fair Authority Board meeting

D. 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 Authority desires. If multiple individuals are involved, include specific details 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 as 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) mass audience entertainment facilities such as fairgrounds, exposition parks, or theme parks, auditoriums, convention centers, universities or government agencies for which you have done similar work in the past, as a contractor, sub-contractor or partner. Complete the Reference Summary and include in this section of your response.
- Other Information. Describe other relevant work experience.

Tab C: Employee Benefits: Describe and document your company's employee benefits.

Tab D: Standard of Conduct: Describe and document your company's standard of conduct.

Tab E: Supervisor Plan and Policy: Describe and document your company's current supervisor plan and policy.

Tab F: Uniform Policy: Describe and document your company's current uniform policy

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 officer. The price for the requested services shall include all expenses, including travel, incidentals and "other costs." Planned staff shall include a full-time security manager.

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 Contractor 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.

Alternate replies are not permitted.

E. 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 August 1, 2024, 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

Contractors 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.

F. 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.

G. 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>
Qualification	35.3 %	Up to 60 Points
Experience	26.5 %	Up to 45 Points
Programs	11.7 %	Up to 20 Points
Financial	3.0 %	Up to 5 Points
Price	23.5 %	Up to 40 Points
Total	100%	Maximum Total 170 Points

1. Qualifications: Contractor's qualifications and experience in successfully serving facilities of similar size and scope to those required by this solicitation, as indicated by (Maximum 60 points)
2. Experience: (0-45 points): 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 project references. (0 – 20 points) Preference for companies that have considerable and quantifiable experience in providing similar services to governmental entities. (0 - 15 points) Preference for companies with a proven ability to effectively manage multiple sites with diverse populations. Companies should provide relevant experience data and references. (0 - 10 points)
3. Programs: (0-20 points): Employee training; benefits; standard of conduct; supervisor plan and policy; uniform policy; reporting plans, procedures, documents; staffing; and subcontractors. 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. Ability to hire for short-term event staffing.
4. Financial: (0-5 points). The financial stability of Contractor as determined by any and all information received by the Authority as part of the evaluation of Proposal.
5. Price: The competitiveness of Contractor's price for security guard service (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 Executive Director and at least two (2) other Authority Directors. The committee may also include a member of the Authority Board and a representative from the Department of Agriculture and Consumer services 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 Agreement will serve the Authority's needs. The process will continue until an Agreement 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 State or 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 Delivery

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 Authority's Purchasing Department no later than 3:00 P.M. on August 1, 2024.

B. ITN Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposals submission time and date shown above.

C. The proposal(s) of one or more Contractors may be accepted and such Contractor(s) will be invited to negotiate the terms of an excess capacity arrangement. Ultimately, one Contractor will be asked to enter into an appropriate excess capacity lease agreement ("Contract") with terms no less desirable than Contractor's proposal. By submitting a proposal, Contractor agrees that such Contract shall include terms and conditions specified in this ITN.

D. ITN Proposals must be delivered in sealed envelopes/packages clearly marked: **ITN Proposal No. FSF -060124.**

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 addenda to the Invitation to Negotiate and distributed electronically by e-mail only.

2. 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.

3. Direct all inquiries to the Sole Point of Contact, Lance Fuchs, Legal Counsel.

K. SOLE POINT OF CONTACT

Any questions concerning this Invitation to Negotiate should be emailed to Lance Fuchs, Legal Counsel, telephone number (561) 799-6797, e-mail address: lfuchs@fosterfuchs.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/Proposal conference. The Authority shall schedule the Mandatory Pre-bid Meeting and notify vendors by posting on Purchasing Web site. 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/Request for Proposal. 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.

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

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 Purchasing Departments addenda is authorized as representing the Authority.**

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

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 Manager of Purchasing 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 Contractors 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 Contractor 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 Contractor 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 Contractor, 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 the 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 the 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.