

**Submit Bids to: Florida State Fair Authority****4800 North U.S. Hwy. 301****Tampa, FL. 33610**

Telephone: (813) 621-7821 ext. 4224

Contact: Phyllis J. Bridges, Purchasing Manager

Page 1 of 28 PagesMAILING DATE:
09/15/2010BIDS NO. **ITB/FSF 1118-2010**WILL BE OPENED **November 18th, 2010 @ 3:00 pm (EST)**
and may not be withdrawn within 90 days after such date and timeNOTICE OF INTENDED AWARD POSTING WILL BE ON OR ABOUT **11/30/2010**BID TITLE: **Sound Equipment Contractor**

VENDOR NAME

AUTHORIZED SIGNATURE (MANUAL)

VENDOR MAILING ADDRESS

CITY - STATE - ZIP

AUTHORIZED SIGNATURE (TYPED) TITLE

TELEPHONE: ()

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal including but not limited to, certification requirements. In submitting a Proposal to the Authority, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the Authority all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the Authority. At the Authority's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Proposer.

GENERAL INSTRUCTIONS TO RESPONDENTS

1. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be referred to as the "Authority" throughout this document.
- (b) "Purchasing Manager" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
- * Technical Specifications,
 - * Special Conditions and Instructions,
 - * Instructions to Respondents (PUR 1001),
 - * General Conditions (PUR 1000), and
 - * Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or

inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

4. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the Authority or Member of the Authority Board. Respondents shall also disclose the name of any Authority employee or Member of the Authority Board who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

5. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
- * submitting a bid on a contract to provide any goods or services to a public entity;
 - * submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - * submitting bids on leases of real property to a public entity;
 - * being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - * transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

6. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- * submit a bid on a contract to provide any goods or services to a public entity;
- * submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- * submit bids on leases of real property to a public entity;
- * be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- * transact business with any public entity.

7. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- * The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- * To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- * Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- * The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- * The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- * The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- * Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
"Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property"; or "Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default".
- * The product offered by the respondent will conform to the specifications without exception.
- * The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- * If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the Authority.
- * The respondent has made a diligent inquiry of its employees

and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

- * The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.

- * All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

8. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

9. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

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

10. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Purchasing Manager at least five (5) workdays prior to the solicitation opening.

11. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

12. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.
13. **Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
14. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the Authority's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
15. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.
16. **Public Records.** All responses to this competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.
17. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Purchasing Manager shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the Authority and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."
18. **Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee of the Authority or Member of the Authority Board concerning any aspect of this solicitation, except in writing to the purchasing manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

(PUR 1001 – 60A-1.002(7), F.A.C.)

GENERAL CONTRACT CONDITIONS

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Authority and Contractor.
 - (b) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
 - (c) "Purchase order" means the form or format a Authority uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).
2. **Purchase Orders.** In contracts where commodities or services are ordered via purchase order, Contractor shall not deliver or furnish products until the Authority transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Authority.
3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Authority specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.
4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
 - (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders.
- (b) Best Pricing Offer. During the Contract term, if the Authority becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Authority the price under the Contract shall be immediately reduced to the lower price.
- (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Purchasing Manager documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices.
- (d) Equitable Adjustment. The Authority may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Authority reserves the right to acquire additional quantities up to the amount shown on the solicitation.

6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Authority's property.
7. **Inspection at Contractor's Site.** The Authority reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. A Contractor, within five (5) days after receiving a purchase order, shall notify the Authority of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation.
12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Authority's and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
13. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Authority shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and

the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When the Authority rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Authority shall have the right to dispose of it as its own property. Contractor shall reimburse the Authority for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. **Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The Authority may require any other information from the Contractor that the Authority deems necessary to verify any purchase order placed under the Contract.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (813) 627-4224 Monday through Friday to inquire about the status of payments by the Authority.

15. **Taxes.** The Authority does not pay Federal excise or sales taxes on direct purchases of tangible personal property.
16. **Restrictions.** If the Contractor believes that any restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Authority in writing, indicating the specific restriction. The Authority reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense.
17. **Integrity.** The Contractor shall not, in connection with this or any other agreement with the Authority, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Authority employee's decision, opinion, recommendation, or other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Authority employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
18. **Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Authority, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Authority.

Further, the Contractor shall fully indemnify, defend, and hold harmless the Authority from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the Authority's misuse or modification of Contractor's products or the Authority's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Authority the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Authority the right to continue using the

product, the Contractor shall remove the product and refund the Authority the amounts paid in excess of a reasonable rental for past use. The Authority shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Authority giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Authority in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

- 19. Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Authority may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any contract with the Authority.

- 20. Suspension of Work.** The Authority may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the Authority to do so. The Authority shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Authority shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

- 21. Termination for Convenience.** The Authority, by written notice to the Contractor, may terminate the Contract in whole or in part when the Authority determines in its sole discretion that it is in the Authority's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

- 22. Termination for Cause.** The Authority may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and

without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies of the Authority in this clause are in addition to any other rights and remedies provided by law or under the Contract.

- 23. Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Authority in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Authority. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Authority for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Authority determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Authority, in which case the Authority may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Authority with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

- 24. Changes.** The Authority may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Authority may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Authority may solicit separate bids to satisfy them.

- 25. Renewal.** Upon mutual agreement, the Authority and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 1 year. Any renewal beyond 1 year is subject to prior approval by the Authority Board. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance by the Contractor.

- 26. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Authority, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Authority as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the Authority in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
- 27. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Authority. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Authority expressly waives such secondary liability. The Authority may assign the Contract with prior written notice to Contractor of its intent to do so.
- 28. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Authority and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The Authority State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Authority may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Authority's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Authority may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.
- 29. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Authority in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Authority. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Authority's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 30. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 31. Warranty of Authority to Contract.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 32. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Authority in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 33. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Authority. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
- 34. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Authority and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Authority and the Contractor. No oral agreements or representations shall be valid or binding upon the Authority or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Authority. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Authority's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
- 35. Waiver.** The delay or failure by the Authority to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Authority's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 36. Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 37. Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

(PUR 1000 - 60A-1.002(7), F.A.C.) 11/06

INVITATION TO BID

FLORIDA STATE FAIR AUTHORITY

SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS

PURPOSE

The purpose of this Invitation to Bid is to establish a contractual service agreement with a CONTRACTOR (hereinafter "CONTRACTOR") to provide the required "Professional services of a Sound Equipment Contractor", as specified herein inclusive of servicing all types and sizes of stages, event sites, and all functions held at the Florida State Fairgrounds during the annual State Fair in need of sound equipment. Located at the Florida State Fair Authority (hereinafter "AUTHORITY"), 4800 U. S. Highway 301 North, Tampa, Florida, 33610, in accordance with specifications listed herein.

PROBLEM STATEMENT

The AUTHORITY owns and occupies approximately 330 acres in Hillsborough County Florida. The AUTHORITY presents the annual Florida State Fair, during the month of February. In order to provide various venues with a top quality sound system the AUTHORITY is seeking and reviewing bid proposal that will meet our needs and be cost effective. CONTRACTOR must be able to accommodate all the requirements as needed. Venues may change somewhat in their requirements from year to year. This will depend upon the artist requirements in the entertainment stages and usage of the other areas which utilize a sound system. The number of systems may increase or decrease dependent upon needs of the fair. The specifications are based upon the 2010 Fair requirements.

CONTRACT PERIOD

The award period shall be for one (1) year from January 01, 2011 and ending on December 31, 2011. The contract may be renewed for three (3) one (1) year terms (2012, 2013, 2014), if approved by the Executive Director.

MODEL CONTRACT

The interpretation and performance of the contract resulting from this Invitation to Bid, and all transactions under the contract, shall include all terms and conditions of the bid specifications, any addenda, and the AUTHORITY's contract issued as a result of this bid.

CONTRACT MANAGER

The CONTRACTOR will coordinate and schedule all work with the AUTHORITY's Entertainment Manager, Joyce Covington, and/or Dennis McDermott, Director of Event Services, Florida State Fair Authority, 4800 U.S. Highway 301 North, Tampa, Florida, 33610, Ph: 813 621-7821, Joyce ext. 4216, e-mail: covingj@doacs.state.fl.us and Dennis ext. 4212, E-mail: mcdermid@doacs.state.fl.us

SCOPE

The CONTRACTOR shall provide all labor, required to deliver, set-up, install, operate, and remove the contracted equipment including rigging and shall provide all tools and equipment (i.e. Power Mixers, Speakers, Microphones) necessary for all applications required for the fair in accordance with the terms and conditions, and specifications listed herein. CONTRACTOR must provide four (4) references doing business within the last five years that are comparable in contracted sound support complexity to the annual Florida State Fair. CONTRACTORS must provide all business licenses. CONTRACTOR must provide company's number of years in business, a list of staff, their profile and the experience that qualifies your company to provide the services required by the AUTHORITY.

ADDITIONAL INFORMATION

It is not known how many issues or changes may take place during the Florida State Fair; however the CONTRACTOR shall be required to take care of these issues or changes in a timely manner, once notified. The AUTHORITY shall provide vehicle passes (maximum 4), and a parking location for the contractor vehicles (maximum 4).

COSTS OF DEVELOPING AND SUBMITTING BID; OWNERSHIP

The AUTHORITY shall not be liable for any of the cost incurred by the CONTRACTOR in preparing and submitting a bid. All bids become the property of the AUTHORITY upon receipt and will not be returned to the CONTRACTOR once opened. The AUTHORITY shall have the right to use any and all ideas or adaptations of ideas contained in any bid received in response to this Invitation to Bid. Selection or rejection of the bid will not affect this right.

REFERENCES

Failure to submit the required references or the submission of incomplete references shall result in rejection of the bid.

CONTRACTOR shall provide with the bid a list of four (4) customers to which the AUTHORITY may utilize any three (3) for the bid evaluation. These references should have been provided a Sound Contract within the past three (3) years by your organization and shall meet a minimum number of stages, sound changes as stated below to qualify for the Florida State Fair Sound Contract.

A qualified CONTRACTOR shall be one which provides sound support services for six (6) stages at either one location or multiple locations during the same time period. **Of the six (6) stages, at minimum of four (4) must be "Entertainment Stages".** Two (2) or more multiple day events occurring at different locations that overlap each other can be used and combined as one reference. Indicate on a separate sheet the combined events and reference them to Attachment "D".

Contractor must provide with each reference number of stages, number of sound changes, number of event days, listing of the major acts, approximant size/capacity of the venue and the **recorded** count of attendee's during the event of which they provided services.

References which are not comparable, cannot be verified, or indicate unsatisfactory performance shall result in disqualification of bid. References must be current or former clients of the bidding firm. The Fair AUTHORITY will not accept sub-contractor / proposed personnel or personal references of a member of the bidding firm as a substitute for CONTRACTOR references. **References must include company, contact name, address, phone number, email address and be available to provide information and/or written questionnaire requested by the Authority within a 72 hour deadline.**

It is the CONTRACTOR's responsibilities to have its references provide the required information when contacted by the Authority.

In addition, **CONTRACTOR's** are asked to provide a list of events, festivals and fairs in which the CONTRACTOR provided sound support during the last three (3) years and the dates of these engagements.

CONTRACT DOCUMENTS

The performance of this contract and all transactions under it shall be governed by the laws of the State of Florida. The contract documents shall include all terms and conditions of the bid specifications, any addenda, bid, and Florida State Fair Authority contract issued as a result of this bid.

BENEFIT

The Contract is for the benefit of the AUTHORITY and the CONTRACTOR and not for the benefit of any third party or person.

SAFETY REQUIREMENTS

CONTRACTOR shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and any standard thereunder. The specified safety regulations shall be enforced during the complete performance of the contract. The

CONTRACTOR shall comply with the Authority of Labor, Occupational Safety and Health Regulations for construction, promulgated under OSHA (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54). The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of his equipment, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The CONTRACTOR must supply certified operators and the required safety equipment to comply with OSHA regulations for said lifting equipment.

EXCLUSIVE RIGHTS

The right to provide services which will be granted under the Contract shall be exclusive to the awarded CONTRACTOR during the Annual Florida State Fair. However, the AUTHORITY additionally reserves the right to perform such services if applicable with internal staff and/or contract for services from another firm as it deems necessary if at any time the CONTRACTOR is unable to provide services in a timely manner or cost efficient manner as requested by the AUTHORITY due to time restraints, without infringing upon or terminating the Contract.

CONTRACTOR RESPONSIBILITY

The AUTHORITY will consider the CONTRACTOR to be the sole point of contact with regard to contractual matters. The CONTRACTOR will assume sole responsibility for providing the services to the AUTHORITY, (No Sub-Contractors will be allowed). The CONTRACTOR shall provide a listing to the AUTHORITY of employee/supervisor (s), their qualifications and years of service in the sound field that most likely will be working during the Fair. Changes may be made, as needed, to the list of employees throughout the contract period. Any changes made by the CONTRACTOR shall be presented in writing to the AUTHORITY's Contract Managers, Joyce Covington and Dennis McDermott.

Contractor Staff

- Must provide all setup and teardown labor.
- Co-ordinate all times and schedules with producer, Dennis McDermott, and/or Joyce Covington.
- All liability insurance as specified by the AUTHORITY.
- Radio communications among all working staff at all times.
- All staff responsible for own meals.
- Provide employees with (uniform) golf shirts which identify the employees; all employees must maintain a neat and professional appearance during the fair operating hours.

Other Contractor Responsibilities

- A response team of qualified sound technicians.
- Senior supervisor must remain on grounds 24 / 7 starting at least 5 days before the Fair and at all times during Fair.
- The Fair Authority will provide one trailer camping site with a 30 amp service for the onsite work team. The site is available up to two weeks before the Fair dates and up to one week after the close of the Fair.
- Additional sites are available with the following provisions: Contractor must make arrangements six (6) weeks prior to the Fair with the Campground Coordinator, Karian Fogle: 813 – 621-7821, ext. 4360 (currently priced at \$52.00 per day for 50 amps (these sites are limited) /\$42.00 per day for 30 amps).
- Contractor must provide proper Fair picture ID's for each employee (Credentials ID Badge \$25.00ea.).
- Contractor must provide sound staff with uniform shirts with company logo each day.
- Contractor must provide the Fair Authority with a list of employee/supervisor (s), their qualifications and years of service in the sound field that most likely will be working during the Fair.
- Free production consultation throughout the year as many times as needed.
- Servicing of Fair related equipment (i.e. Sound System, Speakers), at a mutually agreed upon price.
- Meet with Fair staff throughout the Fair for production meetings.

FAIR CONTRACTED RENTAL EQUIPMENT

The Fair Authority rents several items in bulk during the State Fair. If the winning contractor would like, the Fair can provide Golf Carts, RV's, Radios and other items at or near our cost. A minimum of 60 days notice would need to be provided to the Fair Authority of these needs. Agreed cost would be deducted from final payment. The prices shown below are estimated prices of these rentals for 2011.

- One (1) Turbo Golf Cart - two-seater with utility bed and raingear (Rental time Jan. 5th – Feb. 28th)- \$1,890.00
- One (1) Travel Trailer (Rental time Jan. 24th – Feb. 28th) - \$1,350.00 (Note: RV's should accommodate 2-3 people.
- One (1) Radio w/ Mic clip & Charger - Rental time (37 days - Jan. 24th – Feb. 28th) - \$35.00

LEGAL REQUIREMENTS

It shall be the responsibility of the CONTRACTOR to be knowledgeable of all federal, state, county and local laws, ordinance, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the CONTRACTOR will in no way be a cause for relief from responsibility.

ASSIGNMENT OF THE CONTRACT

The Contract is not assignable (No Sub-Contractors). Monies which become due thereunder are not assignable. The Contract is assigned as fully and completely as the CONTRACTOR is thereunder bound and obligated. No assignment, if any, shall operate to release the CONTRACTOR from its liability for the prompt and effective performance of its obligations under the Contract.

In the event of default by the CONTRACTOR, the AUTHORITY reserves the right to utilize the next lowest Bidder as the new CONTRACTOR. In the event of this occurrence, the next lowest Bidder, if it wishes the award, shall be required to provide the bid items at the price as contained on its proposal or bid for this specification.

TERMINATION FOR CAUSE OR OTHER REASONS

The AUTHORITY reserves the right to immediately terminate the Contract by providing written notice to Respondent if the AUTHORITY determines any of the following have occurred:

- a. CONTRACTOR knowingly furnished any statement, representation, warranty or certification in connection with the INVITATION TO BID or the Contract, which representation is materially false, deceptive, incorrect, or incomplete.
- b. CONTRACTOR fails to perform to the AUTHORITY's satisfaction any equipment and/or material requirement of the Contract or defaults in performance of the Contract.
- c. The performance of the Contract is substantially endangered by the action or inaction of the CONTRACTOR, or such occurrence can be reasonably anticipated.
- d. The State enacts a law, which removes or restricts the authority or ability of the AUTHORITY to conduct all or part of its function.
- e. Should the AUTHORITY give notice of termination for reasons in sub-paragraphs (b) and (c) above, CONTRACTOR shall have not less than ten (10) calendar days, or as specified by the notice, after receipt of said notice to remedy the failures or problems.

If CONTRACTOR fails so to remedy, the AUTHORITY may order CONTRACTOR to stop immediately all work. If the Contract is terminated for cause or unilaterally canceled by the AUTHORITY, the AUTHORITY shall be obligated only for the services actually done prior to the date of notice of termination, less any liquidated damages or other damages that may be assessed for non-performance.

TERMINATION BY MUTUAL AGREEMENT

With the mutual agreement of both parties, the Contract or any part of the Contract may be terminated on an agreed date prior to the end of the Contract period without penalty to either party.

CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a Notice of Termination, and except as otherwise specified by the AUTHORITY, CONTRACTOR shall:

- a. Stop work under this Contract on the date, and to the extent specified, in the notice.
- b. Take no further orders for services.
- c. Remove any all property related to this Contract.

SEVERABILITY

It is understood and agreed by the parties hereto, that if any part, term or provision of the Contract is held by the courts to be illegal or in conflict with any law of the State governing the Contract, the validity of the remaining portions or provisions shall not be affected, and the right and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

FORCE MAJEURE

Except as otherwise provided herein, neither CONTRACTOR nor the AUTHORITY shall be liable to the other for any delay in, failure of performance of, any covenant contained herein nor shall any such delay or failure of performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. As herein used "force majeure" is strictly limited to include fire, explosion, action of the elements, rationing, war, or civil disturbance. The existence of such causes of delay or failure shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed.

DEFAULT

Failure of the CONTRACTOR to perform according to the Contract shall be cause for the CONTRACTOR to be found in default. In the event of default, any and all re-procurement costs, along with any other remedies provided in the Invitation to Bid, Contract and/or by rule or law, may be charged against the CONTRACTOR.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications set forth in this bid and contract to any details or the omission from it of a detailed description, concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that all equipment, materials and services are of first quality. All interpretations of this bid shall be made upon the basis of this statement.

CALENDAR OF EVENTS:

Listed below are the important actions and dates/times by which the specified actions must be taken or completed. If the AUTHORITY finds it necessary to change any of these fixed dates/times, written notification will be distributed to all responding CONTRACTORS. **Eastern Daylight Time (EDT) / Eastern Standard Time (EST)**

DATE/TIME	ACTIVITY
September 15 th , 2010-(EDT)	Bid - mailed out.
October 7 th , 2010 @ 10am-(EDT)	<u>Mandatory</u> Pre-Bid Meeting – (Representative must be an Employee of the Bidding Contractor) 10am Administration Office located at 4800 U.S. Hwy 301 North, Tampa, Florida, 33610 (Note) use the Orient Road Entrance/Service Entrance.
October 21 st , 2010 by 5pm-(EDT)	Written questions due to the AUTHORITY Purchasing office.
October 28 th 2010 by 5pm-(EDT)	The AUTHORITY's written response to any questions received will be available.
November 18 th , 2010 @ 3pm-(EST)	Opening Date- Administration Office located at 4800 U.S. Hwy 301 North, Tampa, Florida, 33610 (Note) use the Orient Road Entrance/Service Entrance.
November 30 th , 2010 @ 5pm-(EST)	Expected date for posting of award notice of the AUTHORITY contract award recommendation at the AUTHORITY's Administration Office located at 4800 U. S. Highway 301 North, Tampa, Florida 33610
December 15 th , 2010-(EST)	Expected date that contract will be executed.

TECHNICAL SPECIFICATIONS:

Certain brands are used in the specifications list on the price sheet; however other brands that are comparable and provide proper service are acceptable. Specific equipment may vary somewhat from the specifications provided in this Invitation to Bid; however the overall type of equipment, quality and quantity shall be maintained. Venues may change somewhat depending upon artist requirement and usage of the area. The selected CONTRACTOR must be able to accommodate all requirements as needed and be flexible at all times. See Bid Price Sheet.

INSURANCE CERTIFICATES

The CONTRACTOR shall procure the insurance coverage's identified below at the CONTRACTOR's expense (e.g. within the price quote and contract sum) and shall furnish the Florida State Fair Authority an insurance certificate listing the AUTHORITY as the certificate holder and as an additional insured. Evidence of insurance coverage's shall be provided on a form acceptable to the AUTHORITY. The insurance certificate must provide the following:

- (a) Name and address of authorized agent
- (b) Name and address of insured
- (c) Name of insurance company (ies)

- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of AUTHORITY as certificate holder
- (i) Project Name and Number
- (j) Signature of authorized agent
- (k) Telephone number of authorized agent
- (l) Mandatory thirty day notice of cancellation or non-renewal (except ten days for non-payment).

Insurer Qualifications, Insurance Requirements. Each of the insurance coverage's required below (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Florida for the applicable line of insurance, and (ii) shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:

The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire until thirty days after the AUTHORITY has received written notice thereof, as evidenced by return receipt of certified mail or statutory mail, or until such time as other insurance coverage providing protection equal to protection called for in this License Agreement shall have been received, accepted and acknowledged by the AUTHORITY. Such notice shall be valid only as to the Project as shall have been designated by Project Number and Name in said notice.

The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insured's").

REQUIRED INSURANCE COVERAGES

The CONTRACTOR also agrees to purchase insurance and have the authorized agent state on the insurance certificate that the CONTRACTOR has purchased the following types of insurance coverage's. The minimum required coverage's and liability limits are as follows:

WORKERS' COMPENSATION INSURANCE

The CONTRACTOR agrees to provide at a minimum, Workers' Compensation coverage in accordance with the statutory limits as established by the State of Florida. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. The CONTRACTOR shall require all Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage and shall submit a certificate on the letterhead of the CONTRACTOR in the following language: This is to certify that all Subcontractors performing work on this Project is covered by their own workers' compensation insurance or is covered by the CONTRACTOR's workers' compensation insurance.

LICENSEE shall provide an endorsement from their insurer with a waiver of subrogation in favor of the FLORIDA STATE FAIR AUTHORITY applied to the Workers Compensation Coverage.

EMPLOYERS' LIABILITY INSURANCE

The CONTRACTOR shall also maintain Employer's Liability Insurance Coverage with limits of at least: (i) Bodily Injury by Accident - \$1,000,000 each accident; and (ii) Bodily Injury by Disease - \$1,000,000 each employee. The CONTRACTOR shall require all Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the CONTRACTOR in the following language: This is to certify that all Subcontractors performing work on this Project are covered by their own Employers Liability Insurance Coverage or are covered by the CONTRACTOR's Employers Liability Insurance Coverage.

COMMERCIAL GENERAL LIABILITY INSURANCE

The CONTRACTOR shall provide Commercial General Liability Insurance (2001 ISO Occurrence Form or equivalent) that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

Coverage Limit:

1. Premises and Operations	\$1,000,000.00 per Occurrence
2. Products and Completed Operations	\$1,000,000.00 per Occurrence
3. Personal Injury	\$1,000,000.00 per Occurrence
4. Contractual	\$1,000,000.00 per Occurrence
5. General Aggregate	\$2,000,000.00 per Project

LICENSEE shall provide an additional insured endorsement from their insurer in favor of the FLORIDA STATE FAIR AUTHORITY applied to the General Liability.

COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

The CONTRACTOR shall provide Commercial Business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

COMMERCIAL UMBRELLA LIABILITY INSURANCE

The CONTRACTOR shall provide a Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The umbrella coverage shall follow form with the Umbrella limits being not less than \$5,000,000 per occurrence, \$5,000,000 annual aggregate.

INDEMNIFICATION

For a separate consideration, the CONTRACTOR agrees to be liable for all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the CONTRACTOR, and its agents, subcontractors, and employees, in the course of the operation of this contract. Further, the CONTRACTOR agrees to indemnify the AUTHORITY against all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the CONTRACTOR, and its agents, subcontractors, and employees, in the course of the operation of this contract. Also, the CONTRACTOR agrees to defend the AUTHORITY, upon receiving timely written notification from the AUTHORITY, against all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the CONTRACTOR and its agents, subcontractors, and employees, in the course of the operation of this contract. Where the CONTRACTOR and the AUTHORITY commit joint negligent acts, the CONTRACTOR shall not be liable for nor have any obligation to defend the AUTHORITY with respect to that part of the joint negligent act committed by the AUTHORITY. In no event shall the CONTRACTOR be liable for or have any obligation to defend the AUTHORITY against such claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the sole negligent acts of the AUTHORITY.

INSURANCE, LOSS DEDUCTIBLE CLAUSE

The AUTHORITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR providing such insurance.

INSURANCE, SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE

The CONTRACTOR shall require each of his subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

INDEPENDENT CAPACITY OF CONTRACTOR

The CONTRACTOR, its officers, agents and employees, in performance of this contract, shall act in the capacity of an independent CONTRACTOR and not as an officer, employee, or agent of the AUTHORITY.

INVOICING AND PAYMENT

Invoices will include the CONTRACTOR's name, address, and F.E.I.D. number and be received on a monthly basis, (Fair Time invoice should be received no later than 30 days after last day of Fair). No other charges or fees will be assessed nor be shown on the invoice. Invoices must be submitted in triplicate in sufficient detail to allow for a proper pre-audit and post-audit thereof, to the Florida State Fair AUTHORITY, 4800, U.S. Hwy 301 North, Tampa, Florida, 33610, **Attention: Mr. John Prestianni, Director of Finance.** Upon receipt of invoice, the AUTHORITY will place the invoice in line for payment.

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the CONTRACTOR's rights and the AUTHORITY's responsibility concerning interest penalties and time limits for payment of invoices.

DRUG-FREE WORKPLACE

Preference shall be given to bids certifying a drug-free workplace has been implemented in accordance with Section 287.082, Florida Statutes. Whenever two or more equal bids, which are received by the AUTHORITY or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for

processing tie bids will be followed if none of the tied CONTRACTOR's has a drug-free workplace program. See ATTACHMENT C, DRUG-FREE WORKPLACE PROGRAM - CERTIFICATION. If applicable, please sign and return with your bid response.

DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory CONTRACTOR list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid 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.

EMPLOYMENT OF UNAUTHORIZED ALIENS

Pursuant to Executive Order 96-236, effective October 1, 1996, the following standard provision shall apply to any contract awarded as a result of this Invitation to Bid:

The AUTHORITY shall consider the employment by any CONTRACTOR of unauthorized aliens a violation of section 274A (e) of the Immigration and Naturalization Act. If CONTRACTOR knowingly employs illegal aliens, such violation shall be cause for unilateral cancellation of this contract.

DISQUALIFICATION OF CONTRACTORS

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

Any or all bids will be rejected if there is reason to believe that collusion exists among the CONTRACTORS and no participants in such collusion will be considered in future bids for the same work. Falsifications of any entry made on the CONTRACTOR's offer will be deemed a material irregularity and will be grounds for rejection.

REJECTION OF BIDS

The AUTHORITY reserves the right to reject any and all bids to waive or not waive informalities or irregularities in bids or bidding procedures, when such rejection is in the interest of the AUTHORITY, and to reject the bid of a CONTRACTOR who the AUTHORITY determines is not in a position to perform the contract.

AWARD OF IDENTICAL (TIE) BIDS:

In the event that identical bids are received, preference shall be given to the bid certifying a drug-free workplace and /or award shall be determined by the AUTHORITY using good business practices to determine which CONTRACTOR is in a position to perform the Contract that is in the best interest of the AUTHORITY.

LATE BIDS:

Bids received by the AUTHORITY after the bid opening time and date will be rejected as untimely and will not be opened. A late bid notice will be sent to the CONTRACTOR upon the posting of Award Notice with instructions for its return. Unclaimed late bids will be destroyed after 45 days. Offers from CONTRACTOR's listed on the AUTHORITY's posted Award Notice are the only offers received timely in accordance with the AUTHORITY's bid opening and date.

BIDDING INSTRUCTIONS:

In addition to the instructions on the Invitation to Bid cover sheet, CONTRACTOR ACKNOWLEDGMENT, each

CONTRACTOR must complete the attached Bid Price Sheet in its entirety. By affixing a manual signature to the Bid Price Sheet, the CONTRACTOR states that he/she has read all the provisions of the bid package and agrees to the terms, conditions and specifications contained therein.

THE AUTHORITY WILL NOT ACCEPT BID RESPONSES BY FAX. BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE IN ACCORDANCE WITH INSTRUCTIONS ON CONTRACTOR ACKNOWLEDGMENT FORM AND AS SPECIFIED HEREIN. Please submit (1) original and six (6) copies of all bid documents, including Bid Price Sheet, Conflict of Interest, Drug Free Workplace Certification, Insurance Indemnification and References.

EVALUATION AND AWARD:

The AUTHORITY reserves the right to reject any and all bids received as a result of this Invitation to Bid. If a bid is selected it will be most advantageous regarding price, quality of service, the CONTRACTOR's qualifications and capabilities to provide the specified service, and other factors that the AUTHORITY may consider. The AUTHORITY does not intend to award a Bid fully on the basis of any response made to the CONTRACTOR's bid, but reserves the right to award the bid that meets several factors including price, collection methodology, and responsiveness to the bid, all bid terms and specifications herein.

INTERPRETATIONS/DISPUTES:

Any questions concerning conditions and specifications shall be directed in writing to the Purchasing Office by **October 21st 2010 by 5 pm. (EDT).** No interpretation shall be considered binding unless provided in writing by the AUTHORITY's Purchasing Manager in response to requests in full compliance with this provision. With respect to a protest of the specifications and/or conditions contained this Invitation to Bid the notice of protest shall be filed in writing within 72 hours of receipt of notice of projected plans or specifications or intended project plans and specifications this Invitation to Bid and the formal written protest shall be filed within 10 days after the date of protest is filed.

OPEN RECORDS

All responses to this Invitation to Bid are subject to release as public records. CONTRACTOR's are advised to consult with their legal counsels regarding any material in their bid that the CONTRACTOR believes should not be public record. The AUTHORITY assumes no obligation or responsibility for asserting legal arguments on behalf of potential CONTRACTOR.

POSTING OF BID TABULATIONS:

Bid tabulations with recommended award(s) will be posted on or about the date indicated on the Bid cover sheet for review by interested parties at the location where bids were opened and will remain posted for a period of seventy-two (72) hours.

QUESTIONS:

If additional information is required on the technical specifications, or bidding procedures please e-mail your questions to:

Phyllis J. Bridges, Purchasing Manager
Florida State Fair AUTHORITY
Post Office Box 11766
Tampa, Florida 33680
813/621-7821 ext. 4224
bridgep@doacs.state.fl.us

No negotiations, decisions, or actions shall be initiated or executed by the CONTRACTOR as a result of any discussions with any purchaser or AUTHORITY employee. Only those communications, which are in writing from the AUTHORITY's Purchasing Office, may be considered as a duly authorized expression on behalf of the AUTHORITY. Also, only communications from the CONTRACTORS, which are signed, and in writing will be recognized by the AUTHORITY as duly, authorized expressions in behalf of the CONTRACTOR

Any questions, correspondence or contact with the AUTHORITY initiated by the CONTRACTOR after the bid opening date and prior to posting of intended award must be directed to the Purchasing Office, Attention Purchasing Manager.

STEP BY STEP BID REQUIREMENTS

- Bidder must attend the Mandatory meeting **October 7th, 2010 at 10 am (EDT)**
- Bidders must provide questions by **5 pm, (EDT) October 21st, 2010.**
- Bidders must provide (1) original & (6) copies of the bid documents to the Authority by **November 18th, 2010, prior to 3 pm., (EST)**
- Bid Package must be sealed and properly marked with bidder's/company name, bid number, and date.
- Bidder must sign the Bidder's Acknowledgement form.
- Bidder must provide a copy of active License.
- Bidder must complete Bid Price Sheet completely.
- Bidder must complete Reference information's form completely. **References that are used must be available by e-mail or phone and able to return requested information within a 48 hour timeline.**
- Bidder must complete Drug Free work place form, if applicable.
- Bidder must sign Insurance and Indemnification Form. **(Contractor must provide required Insurance and Indemnification Certificates within 10 days of signed contract).**

ATTACHMENT "A"

BID PRICE SHEET

TECHNICAL SPECIFICATIONS:

Certain brands are used in the specifications list on the price sheet; however other brands that are comparable and provide proper service are acceptable. Specific equipment may vary somewhat from the specifications provided in this Invitation to Bid; however the overall type of equipment, quality and quantity shall be maintained. Venues may change somewhat depending upon artist requirement and usage of the area. The selected CONTRACTOR must be able to accommodate all requirements as needed and be flexible at all times.

ITEM – 1 AMPHITHEATRE – CONCERT SYSTEM

This system shall be supplied to provide audio reinforcement for Cheer & Dance performances February 12th & 13th first (1st) weekend of the fair, with the schedule to be determined as required. Union Hall – IATSE riggers and loaders required for this venue. The Fair will pay the union directly, at its expense, for the required load in-out & rigging call. This call will be coordinated by the Lighting Contractor to keep these hours to a minimum.

The equipment supplied shall be:

FRONT OF HOUSE EQUIPMENT

- 1 Yamaha PM-5D – 52 channel digital mixing console with 2 power supplies
- 1 Processing rack to include:
 - 2 dbx 4800 Drive Rack digital speaker processor
 - 1 Laptop computer for wireless control of Drive Rack and SMART software
 - 1 dbx RTA microphone
 - 1 Denon 625 CD/Cassette combo deck
 - 1 Clearcom PS 452 power supply and handset/ belt pack units

HOUSE SPEAKER SYSTEMS

- 24 EAW KF 750 Virtual Array main speaker systems
- 8 EAW KF 755 Virtual array down fill speaker systems
- 16 EAW SB 1000 Sub woofer systems
- 6 Electro-Voice xi 1122 center fill cabinets

RIGGING

- 8 ATM KF 750 heavy duty fly bars with all steel straps
- 4 CM Lodestar chain motors – 1 ton model L
- 1 Motion Labs P-14 8 way motor controller with remote
- 1 Lot P-14 cables, rigging steel, shackles, GAC flex burlap etc.

HOUSE AMPLIFICATION

- 4 House power Amp racks each to include:
 - 1 11 space shock mounted equipment rack
 - 4 QSC 380 power lite, 8000 watt amplifiers
 - 1 QSC 340 power lite, 4000 watt amplifiers
 - 1 Custom in / out panel
 - 1 power distribution system

HOUSE SNAKE SIGNAL SYSTEM

- 1 Whirlwind W-4, 56 pair 300 foot stage snake with FOH and monitor fanouts
- 1 Whirlwind W-4, 56 pair isolated 3way split system
- 6 Whirlwind W-1, 8 pair sub snake systems
- 1 Whirlwind W-6, 20 pair 300 foot return snake
- 1 Caroll Cable 8-4 300 foot FOH power distribution

STAGE MONITOR SYSTEM

- 1 Yamaha PM-4000M 52 channel monitor console

- 1 EQ processing rack to include:
 - 1 Klark-Technic DN 6000 spectrum analyzer
 - 8 Klark-Technic DN 360 graphic equalizer, 16 channels
 - 1 Presonus ACP-88 8 channel gate/compressor
 - 2 Yamaha Rev 500 reverb units
- 2 6 mix monitor power racks each to include:
 - 1 15 space shock mounts equipment rack
 - 3 dbx 240 drive racks
 - 3 QSC PL-218 amplifiers
 - 3 QSC PL-236 amplifiers
- 1 Stereo side fill / 2 mix power rack to include:
 - 1 15 space shock mounts equipment rack
 - 1 dbx 260 drive rack
 - 1 dbx 240 drive rack
 - 2 QSC PL-218 amplifiers
 - 3 QSC PL-236 amplifiers
- 20 Monitor speakers, inventory to include:
 - 14 DSS JBL 15x2 loaded floor monitors
 - 2 DSS double 15x2 drum monitors
 - 2 DSS single 18 drum subs
 - 2 CBA S-4 side-fill speakers

MICROPHONES, DI, CABLES AND ACCESSORIES

- 1 Microphone and accessory box to include:
 - 60 Professional microphones from Shure, EV, Sennheiser, Beyer and AKG, with clips
 - 12 Countryman Type 85 direct box
 - 25 Boom attachments
 - 50 20 foot pro microphone cables
 - 25 30 foot pro microphone cables
 - 15 50 foot pro microphone cables
 - 30 Various adapters and turn arounds
- 1 Microphone stand box to include:
 - 6 Heavy duty mic stands
 - 32 Regular height mic stands
 - 10 Medium height mic stands
 - 6 Short height stands

SOUND AND STAGE POWER DISTRIBUTION

- 1 400 amp five wire three phase power distribution master box, fifteen circuit
- 1 200 amp five wire three phase power distribution sub box, eight circuit
- 1 Lot of 2/0 feeder cable and tails
- 1 Lot of 8-5 30 amp branch circuit cabling
- 1 Lot of 10-5 20 amp stage power stringer boxes
- 1 Lot of 12-3 20 amp Edison quad boxes

STAFFING

- 2 Audio technicians, one for house, one for monitors to service shows as required, (set-up, and teardown)

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ITEM - 2 ENTERTAINMENT HALL STAGE SYSTEMS

This system shall be supplied to provide sound reinforcement for a Las Vegas style revue type show for three daily shows and several other special shows on specific days. This venue does not require IATSE staff except as riggers – the rigging call will be coordinated by the Lighting Contractor and paid for by the Fair.

Equipment provided shall be as follows:

FRONT OF HOUSE EQUIPMENT

- 1 Yamaha PM-5D – 52 channel digital mixing console with 2 power supplies
- 1 Processing rack to include:
 - 2 dbx 480 Drive Rack digital speaker processor
 - 1 dbx 480R remote control of Drive Rack
 - 1 Laptop computer with SMART software
 - 1 dbx RTA microphone
 - 1 Denon 620 CD/Cassette combo deck
 - 1 Clearcom PS 20 power supply

HOUSE SPEAKER SYSTEMS

- 16 QSC Wideline 10 main speaker systems (8 per side)
- 8 EAW SB 1000 Sub woofer systems
- 2 Electro-Voice xi 1122 center fill cabinets

RIGGING

- 2 QSC heavy duty fly bars with all steel rigging supports
- 4 CM Lodestar chain motors – 1 ton model L
- 1 Motion Labs P-14 8 way motor controller with remote
- 1 Lot P-14 cables, rigging steel, shackles, GAC flex burlap, etc.

HOUSE AMPLIFICATION

- 2 House power Amp racks each to include:
 - 1 11 space shock mounted equipment rack
 - 3 QSC 380 power lite, 8000 watt amplifiers
 - 1 QSC 340 power lite, 4000 watt amplifiers
 - 1 Custom in / out panel
 - 1 Power distribution system

HOUSE SNAKE SIGNAL SYSTEM

- 1 Whirlwind W-4, 56 pair 48 sends and 8 returns 300 foot stage snake with FOH and monitor fanouts
- 1 Whirlwind W-4, 56 pair 48 sends and 8 returns parallel 2 way split system
- 3 Whirlwind W-1, 8 pair sub snake systems
- 1 Whirlwind W-6, 20 pair 300 foot return snake
- 1 Caroll Cable 8-4 300 foot FOH power distributions

STAGE MONITOR SYSTEM

- 1 Yamaha M7 CL-48, 48 channel monitor console and backup power supply
- 1 6 mix monitor power racks each to include:
 - 1 15 space shock mounted equipment rack
 - 3 dbx 240 drive racks
 - 3 QSC PL-218 amplifiers
 - 3 QSC PL-236 amplifiers
- 1 Stereo side fill / 2 mix power rack to include:
 - 1 15 space shock mounted equipment rack
 - 1 dbx 260 drive rack
 - 1 dbx 240 drive rack
 - 2 QSC PL-218 amplifiers
 - 3 QSC PL-236 amplifiers
- 12 monitor speakers, inventory to include:
 - 8 DSS JBL 15x2 loaded floor monitors
 - 1 DSS double 15x2 drum monitors
 - 1 DSS single 18 drum subs
 - 2 CBA R-4 side-fill speakers

MICROPHONES, DL, CABLES AND ACCESSORIES

- 1 Microphone and accessory box to include:
 - 40 Professional microphones from Shure, EV, Sennheiser, Beyer and AKG, with clips
 - 10 Countryman Type 85direct box
 - 25 Boom attachments
 - 50 20 foot pro microphone cables
 - 15 30 foot pro microphone cables
 - 15 50 foot pro microphone cables
 - 30 Various adapters and turn arounds
- 1 Microphone stand box to include:
 - 3 Heavy duty mic stands
 - 32 Regular height mic stands
 - 8 Medium height mic stands
 - 4 Short height stands

SOUND AND STAGE POWER DISTRIBUTION

- 1 200 amp five wire three phase power distribution master box, eight circuit
- 1 Lot of #2 feeder cable and tails
- 1 Lot of 8-5 30 amp branch circuit cabling
- 1 Lot of 10-5 20 amp stage power stringer boxes
- 1 Lot of 12-3 20 amp Edison quad boxes

DRUM RISER

- 1 8ft x 8 ft x 24 inch drum riser with rolling wheels and skirting

STAFFING

- 2 Audio technicians, one for house, one for monitors to service shows as required, (set-up, and teardown)

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ITEM 3 – FAMILY THEATER ENTERTAINMENT TENT STAGE

This system shall be supplied to provide audio reinforcement for numerous 40 minute scheduled stage shows with three different artists in a rotating schedule per each day of the fair.
The equipment supplied shall be:

FRONT OF HOUSE EQUIPMENT

- 1 Yamaha M7 CL – 48, 48 channel digital mixing console with backup power supply
- 1 Denon 610 CD / Cassette combination deck
- 1 iPod digital playback unit with suitable intermission music between shows

HOUSE SPEAKER SYSTEMS

- 8 QSC wideline 10 main speaker systems with ground support
- 4 EAW SB 1000 Sub woofer systems
- 2 Electro-Voice x-1122 center fill cabinets

HOUSE AMPLIFICATION

- 1 House power Amp racks each to include:
 - 1 13 space shock mounted equipment rack
 - 1 QSC 6.0 power lite, 6000 watt amplifiers
 - 3 QSC 4.0 power lite, 4000 watt amplifiers
 - 1 QSC1.8 power lite, 1800 watt amplifiers
 - 1 Custom in / out panel
 - 1 Power distribution system

HOUSE SNAKE SIGNAL SYSTEM

- 1 Whirlwind W-4, 56 pair 48 send, 8 return 150 foot stage snake with FOH and monitor fanouts
- 1 Whirlwind W-4, 56 pair isolated 48 send, 8 return 2way split system
- 3 Whirlwind W-1, disconnect able 12 pair sub snake systems for drum risers
- 1 Whirlwind W-6, 20 pair 150 foot return snake
- 1 Caroll Cable 10-4 150 foot FOH power distributions

STAGE MONITOR SYSTEM

The monitor system shall use house driven monitor mixes from the M-7 –CL-48 consoles

- 1 6 mix monitor power racks each to include:
 - 1 15 space shock mounted equipment rack
 - 3 dbx 240 drive racks
 - 3 QSC PL-218 amplifiers
 - 3 QSC PL-236 amplifiers
- 1 Stereo sidefill / Center fill 4 mix power racks to include:
 - 1 8 space shock mounted equipment rack
 - 4 Crown xti-4000 amplifiers
- 12 Monitor speakers, inventory to include:
 - 10 SS JBL 15x2 loaded floor monitors
 - 2 EV xi-1122 side-fill speakers

MICROPHONES, DL, CABLES AND ACCESSORIES (for three bands)

- 1 Microphone and accessory box to include:
 - 50 Professional microphones from Shure, EV, Sennheiser, Beyer and AKG, with clips
 - 10 Countryman Type 85 direct box
 - 25 Boom attachments
 - 50 20 foot pro microphone cables
 - 25 30 foot pro microphone cables
 - 15 50 foot pro microphone cables
 - 30 various adapters and turn arounds
- 1 Microphone stand box to include:
 - 6 Heavy duty mic stands
 - 32 Regular height mic stands
 - 10 Medium height mic stands
 - 6 Short height stands
 - 6 Tripod mic stands

SOUND ANDSTAGE POWER DISTRIBUTION

- 1 200 amp four wire single phase power distribution master box, twelve circuits
- 1 Lot of #2 feeder cable and tails
- 1 Lot of 8-5 30 amp branch circuit cabling
- 1 Lot of 10-5 20 amp stage power stringer boxes
- 1 Lot of 12-3 20 amp Edison quad boxes

DRUM RISERS

- 3 8ft x 8 ft x 24 inch drum risers with rolling wheels and skirting

STAFFING

- 2 Audio technicians, one for house engineer, one stage technician to service shows as required, (set-up, teardown)

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ITEM – 4 INTERNATIONAL STAGE

This stage system shall supply sound reinforcement for an outdoor covered stage. The stage is close to many vendors and other stages so sound levels must be a big concern and closely monitored to prevent problems. The stage will host a daily scheduled artist and many other one show only artists. The shows presented will be of various ethnic and cultural groups representing a true international flavor. This stage will require a full time sound technician. The equipment will be as follows:

- 1 Yamaha LS-9-32 digital, 32 channel console

- 1 Denon 610, CD / Cassette playback deck
- 1 iPod type device with various music downloads during set changeovers
- 2 CBA S-4 full range speaker systems
- 8 DSS 12 x 1.4 bi-amped monitor speakers
- 1 Power amplifier rack including:
 - 1 Shock mounted 15 space equipment racks
 - 1 dbx drive rack 260 tri-amp speaker processor
 - 1 BBE 4 in-8 out (4 bi-amp) digital speaker processor
 - 2 QSC PL 380, 8000 watt amplifiers
 - 2 QSC PL 340, 4000 watt amplifiers
 - 1 QSC PL 325, 2500 watt amplifier
 - 1 QSC CX 404, 800 watt amplifier
 - 1 Custom input / output connection panel
 - 1 Rack power distribution system
- 25 Professional series microphones from various manufacturers
- 6 Shure PGX handheld wireless microphone systems
- 4 Whirlwind Director DI boxes
- 25 Microphone stands
- 8 Microphone boom stands attachments
- 1 CBI 150 foot, thirty pair microphone snake system
- 1 Horizon 150 foot, nine pair return snake
- 1 Carlol Cable 10-4 FOH power cord
- 1 Small stage 50 amp, eight circuit power distribution system
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Sound technician for full time dedicated service to this stage
- 1 Roving sound technician for relief and assistance as needed, (set-up, teardown)

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ITEM – 5 CHILDREN’S THEATER - COMMUNITY STAGE

This stage system shall supply sound reinforcement for an outdoor covered community stage. The stage hosts various non compensated community artists including school choirs, bands, cloggies, belly dancers, local rock and country bands and church groups etc. The stage is attended by a fair supplied stage manager who operates the system and has no full time sound technician. The equipment is as follows:

- 4 Ramsa WS-500, 12 x 1 bi-amplified speaker systems (mounted to the stage roof truss system)
- 2 Turbo Sound 2x18 subwoofers
- 1 Power amplifier rack with:
 - 1 EV DX-38 digital speaker processor
 - 1 QSC PL340, 4000 watt amplifier
 - 1 QSC PL380, 8000 watt amplifier
 - 1 50 amp single phase power distribution system in rack
- 1 Yamaha, EMX 5000-20 powered mixing system
- 2 Behringer 1520 side fill monitor speakers
- 6 Shure PG 58 microphones
- 6 Microphone tripod stands with booms
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Roving sound technician for setup of system, removal and assistance as needed, (set-up, teardown)

\$ _____

ITEM - 6 FLORIDA LIVING CENTER STAGE

This is a small indoor stage in the Florida Living Center building which is used for several events during the fair. The events include a one man singer/guitar player artist, wine competition and similar events. There is no full time sound technician. The equipment shall be as follows:

- 1 Yamaha EMX-512, 8 channel powered mixer
- 2 JBL 4612 speakers
- 2 Hamilton tripod speaker stands
- 6 Shure PG-48 microphones

- 6 Tripod boom microphone stands
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Roving sound technician for system setup, removal and assistance as needed, (set-up, teardown)

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ITEM - 7 SPECIAL EVENTS CENTER - MULTIPURPOSE AREA

The westward room of the Special Events Center is used for a variety of daily events which change each day. There are four days which have either luncheons or dinner events scheduled, and the other days host various competitions, dancing and ethnic events. The sound requirements change daily and the room must be setup each morning and torn down each evening to accommodate the changing events. Some events do not require a continuous sound technician on duty; however a technician must be present for all luncheons, banquets and several competitions through the fair. The equipment supplied shall be as follows:

- 1 Yamaha EMX 5016 Powered Mixer system
- 1 Tascam CD-A500 CD / Cassette player
- 1 iPod music playback device with easy listening music and interface cable
- 4 Behringer 1520 speaker systems
- 4 Hamilton tripod speaker stands
- 6 Shure SM-58 microphones
- 6 Tripod microphone stands with booms
- 2 Whirlwind IMP-2 DI boxes
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Sound technician as needed to setup, teardown and service the various events

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ITEM - 8 SPECIAL EVENTS CENTER - CRAFTERS EXHIBIT AREA

The system shall be used for paging announcements in the crafters exhibit area. The system shall utilize the installed equipment which shall be setup and supplemented with the following equipment:

- 1 Shure 450 push to talk paging microphone in office area
- 1 Lot microphone cabling as required
- 1 roving technician to setup, teardown and assistance as needed with daily equipment check

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ITEM - 9 MOO - TURNITY BIRTHING AREA

This system is used to cover a small area to the front and sides of an elevated birthing stall where calves are being delivered throughout the fair. An educational lecture/demonstration will be offered during the birthing process. The equipment shall be as follows:

- 1 Yamaha EMX-62 M powered mixer
- 1 Sound Tube RS 800i speaker system with rigging
- 1 Shure PG-48 microphone
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Roving sound technician setup, teardown and assistance as needed with daily equipment checks

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ITEM - 10 AG HALL OF FAME – COOKING DEMONSTRATIONS

This system shall be used to provide sound reinforcement for daily cooking shows at a small stage in the Ag Hall of Fame building. The equipment shall consist of the following:

- 1 Yamaha EMX 62M powered mixer
- 1 Behringer 1220 speaker system
- 1 Hamilton tripod speaker stand
- 1 Shure PG-48 hand held microphone
- 1 Tripod microphone stand and boom
- 1 Shure PGX wireless microphone system with body pack and SM-93 lapel microphone
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Roving sound technician for setup, teardown and assistance as needed and daily equipment check

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ITEM – 11 RABBIT AND POULTRY BUILDING – RABBIT SHOW AREA

This system shall be used for various judging shows for the rabbit exhibit. The equipment supplied shall be as follows:

- 1 Yamaha EMX 62M powered mixer
- 1 Sound Tube RS 800i speaker system with rigging
- 1 Shure PG-48 hand held microphone
- 1 Shure PGX wireless combo microphone system (body pack, headset, handheld microphones)
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Roving sound technician for setup, teardown and assistance as needed and daily equipment check

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ITEM – 12 RABBIT AND POULTRY BUILDING – CHICK HATCHING AREA

This system shall be used for demonstration in the chick hatching area. The equipment supplied shall be as follows:

- 1 P Audio self powered speaker system
- 1 Hamilton tripod speaker stand
- 1 Shure PG-48 hand held microphone
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Roving sound technician for setup, teardown and assistance as needed and daily equipment check

\$ _____

ITEM – 13 RABBIT AND POULTRY BUILDING – BUILDING PAGING

This system shall be used to make general paging announcements in the Rabbit and Poultry building. An amplifier is tied into installed speakers. The equipment supplied is as follows:

- 1 TOA 903 paging amplifier
- 1 Shure PG-48 hand held microphone
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Roving sound technician for setup, teardown and assistance as needed and daily equipment check

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ITEM – 14 LYKES ARENA BUILDING – MILKING PARLOR DEMONSTRATION

This system shall be used to give demonstrations in the milking parlor throughout the day. The equipment supplied shall be as follows:

- 1 Yamaha EMX 62M powered mixer
- 3 Sound Tube SM 500 wall mounted speaker systems
- 1 Shure PG-48 hand held microphone
- 1 Shure PGX wireless headset microphone system
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Roving sound technician for setup, teardown and assistance as needed and daily equipment check

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ITEM – 15 LYKES ARENA BUILDING – BEEF, DAIRY, RODEO SHOWS

This system shall be used for the various events held in the Lykes Arena show ring. The ring has a fair owned system which is supplemented by additional delay speakers for the bleacher seating. The ring will need to be setup daily in different configurations for the different beef, dairy, dog shows and a Rodeo. The equipment supplied shall be as follows:

- 1 Behringer 802 mixer
- 1 Whirlwind splitter box with switching capability for three zones
- 2 Shure PG 48 microphones
- 1 PGX wireless hand held system
- 1 Tascam CD – A500 CD/cassette deck
- 12 Atlas 82-T speaker systems
- 1 Crown 810 power amplifier
- 1 Behringer DEQ 2496 digital equalizer system
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Roving sound technician for setup, teardown and assistance as needed and daily equipment check

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ITEM – 16 LYKES ARENA BARNS – SMALL ANIMAL RING

This system will be used for the various shows held in the ring. The equipment supplied shall be as follows:

- 1 Yamaha EMX 62M powered mixer
- 1 Sound Tube HP12i speaker system
- 1 Shure PG-48 hand held microphone with splitter/switcher box
- 1 Shure PGX wireless handheld microphone system
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Roving sound technician for setup, teardown and assistance as needed and daily equipment check

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ITEM – 17 LYKES ARENA BARNS – SMALL ANIMAL RING BARN CALL

This system shall be setup to work from two locations. The first portion of the fair it will be used from the main ring and later in the fair from a smaller ring in the tent for the Pigmy Goat show events. The equipment supplied shall be as follows:

- 1 TOA 912 paging amplifier
- 2 University Sound APT-34 T bi- directional paging horns
- 1 Shure PG-48 hand held microphone
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Roving sound technician for setup, teardown and assistance as needed and daily equipment check

\$ _____

ITEM – 18 SHEEP AND GOAT SHOW TENT

This system shall be used in the two tents for the sheep and goat shows. The amplifier shall be located at the judge's stand by the ring. Speakers shall cover the ring area and the stall areas of both tents. The equipment shall be as follows:

- 1 TOA 912 paging amplifier
- 1 Sound Tube HP12i speaker system
- 1 University Sound Cobra flex 3 and ID 60 T driver
- 1 University Sound AT34T bi directional paging horn
- 1 Speaker switching network to select the ring or stall areas
- 1 Shure PG-48 hand held microphone
- 1 Shure PGX wireless handheld microphone system
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Roving sound technician for setup, teardown and assistance as needed and daily equipment check

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ITEM – 19 DOG SHOW TENT

This system shall be used for the dog show competitions and demonstrations held in the show ring. The equipment supplied shall be as follows:

- 1 Yamaha EMX 88S powered mixer
- 2 Behringer 1220 speaker system
- 2 Hamilton tripod speaker stands
- 1 Shure PG-48 hand held microphone
- 1 Shure PGX wireless combo microphone system (headset, belt pack and hand held microphones)
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Roving sound technician for setup, teardown and assistance as needed and daily equipment check

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ITEM – 20 BOB THOMAS EQUESTRIAN CENTER

These zoned systems are owned by the Florida State Fair Authority and shall require some additional supplemental wireless microphones and other equipment. The system will also need some rewiring to hook the speakers on the midway area into the paging system. A technician shall be available to setup any additional equipment and service various events in the Pavilion are where various events are held during the fair. The equipment supplied shall be as follows:

- 1 Shure PG 48 microphone
- 1 Atlas microphone stand with boom
- 1 50 foot microphone cable
- 1 Lot of supplemental equipment as required
- 1 Roving sound technician for setup, teardown and assistance as needed and daily equipment check

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ITEM – 21 GROUNDS PAGING SYSTEMS

The grounds paging system is owned by the Florida State Fair Authority. The system sometimes requires maintenance to fix or repair the speakers, amplifiers and head end equipment to a fully functional status. The contractor is expected to perform such repairs and to supplement the equipment with loaner equipment as required if a breakdown happens during the contract period. Permanent repairs and replacement equipment will be supplied and invoiced separately upon mutual agreement with the Florida State Authority.

- 1 paging head end rack containing the following:
 - 1 TOA 900 series mixer system with input modules as required
 - 1 TOA compressor, gate, leveler
 - 1 Tascam CD A500 CD/Cassette deck
 - 1 Shure desktop paging microphone
- 11 University Sound Cobra-flex 2 paging horns with ID-60 T drivers
- 2 Atlas sound APT-34T bi-directional paging horns
- 1 Crown 810, 450 watt 70 volt amplifier
- 1 Lot of standby equipment as required
- 1 Roving sound technician for setup, teardown and assistance as needed and daily equipment check

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ITEM – 22 PORTABLE SOUND SYSTEMS (BATTERY POWERED)

This portable system shall be kept available as a standby system for use at any event which may require a small system for at any location on the fairgrounds. The contractor shall be able to provide this system for scheduled events or for unscheduled events on short notice. The equipment supplied shall be as follows:

- 1 Anchor Audio Explorer powered speaker with wireless microphone system
- 1 Anchor Audio speaker stand
- 1 Roving sound technician for system setup, teardown, removal and assistance as needed

\$ _____

ITEM – 23 PORTABLE SOUND SYSTEMS (STAND BY FOR USE AS NEEDED)

This portable system shall be kept available as a standby system for use at any event which may require a small system for at any location on the fairgrounds. The contractor shall be able to provide this system for scheduled events or for unscheduled events on short notice. The equipment supplied shall be as follows:

- 1 Yamaha EMX-512, 8 channel powered mixer
- 2 JBL 4612 speakers
- 2 Hamilton tripod speaker stands
- 6 Shure PG-48 microphones
- 6 Tripod boom microphone stands
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Roving sound technician for system setup, teardown, removal and assistance as needed

\$ _____

ITEM – 24 CHEER AND DANCE COMPETITION – PAGING

This system shall be used to organize the competing teams in the warm-up area which is held at a separate stage located at the amphitheater. The competition is held February 12th & 13th first (1st) weekend of the fair. Union Hall – IATSE riggers and loaders required for this venue; the equipment supplied shall be as follows:

- 6 University Sound Cobra-flex 2 paging horns with an ID 60 T driver
- 1 TOA 512 paging amplifier
- 1 Shure PG 48 microphone
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Roving sound technician for system setup, teardown, removal and assistance as needed

\$ _____

ITEM – 25 CHEER AND DANCE COMPETITION – DJ RIG FOR AMPITHEATRE

This system shall be used as for the amphitheater sound system for the cheer and dance competitions. The competition is held February 12th & 13th first (1st) weekend of the fair.
The equipment supplied shall be:

FRONT OF HOUSE EQUIPMENT

- 1 Numark MM-01 DJ mixer
- 1 Numark CO-1 Dual CD player system
- 1 SKB DJ Mixer rack and case
- 2 Shure UHF-R Handheld microphone system
- 1 Processing rack to include:
 - 2 dbx 4800 Drive Rack digital speaker processor
 - 1 Laptop computer for wireless control of Drive Rack and SMART software
 - 1 dbx RTA microphone
 - 1 Denon 625 CD/Cassette combo deck
 - 1 Clearcom PS 452 power supply with handsets and belt packs

HOUSE SPEAKER SYSTEMS

- 24 EAW KF 750 Virtual Array main speaker systems
- 8 EAW KF 755 Virtual array down fill speaker systems
- 12 EAW SB 1000 Sub woofer systems
- 2 Electro-Voice xi 1122 center fill cabinets

RIGGING

- 8 ATM KF 750 heavy duty fly bars with all steel straps
- 4 CM Lodestar chain motors – 1 ton model L
- 1 Motion Labs P-14 8 way motor controller with remote
- 1 Lot P-14 cables, rigging steel, shackles, GAC flex burlap etc.

HOUSE AMPLIFICATION

- 4 House power Amp racks each to include:
 - 1 11 space shock mounted equipment rack
 - 4 QSC 380 power lite, 8000 watt amplifiers
 - 1 QSC 340 power lite, 4000 watt amplifiers
 - 1 Custom in / out panel
 - 1 Rack power distribution system

SIDE FILL MONITOR SYSTEM

- 1 Stereo side fill / 2 mix power rack to include:
 - 1 15 space shock mount equipment rack
 - 1 dbx 260 drive rack
 - 1 dbx 240 drive rack
 - 2 QSC PL-218 amplifiers
 - 3 QSC PL-236 amplifiers
 - 2 CBA S-4 side-fill speakers

SOUND ANDSTAGE POWER DISTRIBUTION

- 1 400 amp five wire three phase power distribution master box, fifteen circuit
- 1 200 amp five wire three phase power distribution sub box, eight circuit
- 1 Lot of 2/0 feeder cable and tails
- 1 Lot of 8-5 30 amp branch circuit cabling
- 1 Lot of 10-5 20 amp stage power stringer boxes
- 1 Lot of 12-3 20 amp Edison quad boxes

STAFFING

- 2 Audio technicians, setup, teardown and to service shows as required

\$ _____

ITEM – 26 CHEER AND DANCE COMPETITION AWARDS STAGE

This system is setup on the auxiliary stage at the amphitheater facility and is used to present awards during the Cheer and Dance competition events. The competition is held on two weekends over three days. Union Hall – IATSE riggers and loaders required for this venue; The Fair will pay the union directly for the required load in-out & rigging call. This call will be coordinated by the Lighting Contractor to keep these hours to a minimum.

The equipment supplied is as follows:

- 1 Yamaha MG 124 C mixer
- 1 Denon610, CD / Cassette playback deck
- 1 iPod type device connection
- 2 EV xi 1122 speakers for mains
- 2 JBL loaded 18 inch sub speakers
- 1 Power amplifier rack including:
 - 1 shock mounted 11 space equipment rack
 - 1 dbx drive rack 260 tri-amp speaker processor
 - 2 QSC PL 236, 3600 watt amplifiers
 - 1 QSC PL 218, 1800 watt amplifiers
 - 1 custom input / output connection panel
 - 1 rack power distribution system with Edison supply cord
- 2 Audio technicians, setup, teardown and to service shows as required

\$ _____

ITEM – 27 SOUTH BEER DOME

This system is used to provide local bands with sound reinforcement in the dome. It will only be used on the weekends during the fair. This is a highly reverberant facility and care must be used to keep the stage sound and system amplified sound from interfering with surrounding areas and vendors. The equipment supplied shall be as follows:

- 1 Yamaha MG 32-14-FX 32 channel console
- 1 Denon610, CD / Cassette playback deck
- 1 iPod type device with assorted music downloads during set changeovers
- 1 EQ rack with six channels of dbx 2031 third octave equalizers
- 2 CBA S-4 speaker systems
- 6 Behringer 1220 bi-amped monitor speakers
- 1 Power amplifier rack including:
 - 1 Shock mounted 15 space equipment rack
 - 1 dbx drive rack 260 tri-amp speaker processor
 - 1 BBE 4 in-8 out (4 bi-amp) digital speaker processor
 - 4 QSC PL 236, 3600 watt amplifiers
 - 1 QSC PL 218, 1800 watt amplifiers
 - 1 QSC CX 404, 800 watt amplifier
 - 1 Custom input / output connection panel
 - 1 Rack power distribution system
- 20 Professional series microphones from various manufacturers
- 4 Whirlwind Director DI boxes
- 20 Microphone stands
- 8 Microphone boom stands attachments
- 1 CBI 150foot, twenty- eight pair microphone snake system
- 1 Carol Cable 150 foot, 12-3 FOH power cord
- 1 Small stage 50 amp, eight circuit power distribution system
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Sound technician for full time dedicated service to this stage, (set-up, and teardown)

\$ _____

ITEM – 28 NORTH BEER DOME

This system is used to provide local bands with sound reinforcement in the dome. It will be used only on the weekends during the fair. The dome is a highly reverberant facility and care must be used to keep the stage sound and system amplified sound from interfering with surrounding areas and vendors. The equipment supplied shall be as follows:

- 1 Yamaha MG 32-14-FX 32 channel console

- 1 Denon610, CD / Cassette playback deck
- 1 IPod type device with various music downloads during set changeovers
- 1 EQ rack with six channels of dbx 2031 third octave equalizers
- 2 CBA S-4 speaker systems
- 6 Behringer 1220 bi-amped monitor speakers
- 1 Power amplifier rack including:
 - 1 Shock mounted 15 space equipment rack
 - 1 dbx drive rack 260 tri-amp speaker processor
 - 1 BBE 4 in-8 out (4 bi-amp) digital speaker processor
- 4 QSC PL 236, 3600 watt amplifiers
- 1 QSC PL 218, 1800 watt amplifiers
- 1 QSC CX 404, 800 watt amplifier
- 1 Custom input / output connection panel
- 1 Rack power distribution system
- 20 Professional series microphones from various manufacturers
- 4 Whirlwind Director DI boxes
- 20 Microphone stands
- 8 Microphone boom stands attachments
- 1 CBI 150 foot, twenty- eight pair microphone snake system
- 1 Carol Cable 150 foot 12-3 FOH power cord
- 1 Small stage 50 amp, eight circuit power distribution system
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Sound technician for full time dedicated service to this stage, (set-up, and teardown)

\$ _____

ITEM – 29 CRACKER COUNTRY STAGE

This stage serves two bluegrass bands and operates daily 9 am until 6 pm. The equipment shall be as follows:

- 1 Yamaha EMX-88, 8 channel powered mixer
- 2 EV TL606 speakers
- 2 Hamilton tripod speaker stands
- 4 Shure SM-58 microphones
- 3 Shure SM-57 microphones
- 7 Atlas microphone stands
- 4 K&M boom attachments
- 1 Behringer active direct box
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Roving sound technician for system setup, teardown, removal and assistance as needed

\$ _____

ITEM – 30 ENTERTAINMENT HALL MARQUEE STAGE

This is a small outdoor area used as a performance and bally area in front of the midway corner entrance to the Entertainment Hall. It is used daily to stir up enthusiasm for the various shows in the building. The speaker systems must be hung from the overhead canopy to avoid blocking the entrance / exit to the building. The equipment shall be as follows:

- 1 Yamaha EMX-512, 8 channel powered mixer
- 2 JBL 4655 speaker systems with rigging
- 1 Shure SM-58 microphone
- 1 Guitar hookup cord
- 1 Tripod boom microphone stand
- 1 Lot of required speaker, microphone, interconnect, power cabling as required for system operation
- 1 Roving sound technician for system setup, teardown, removal and assistance as needed

\$ _____

ITEM – 31 Provide the Employees names and years employed by the CONTRACTOR, which will be providing service to the AUTHORITY.

BID NUMBER: INVITATION TO BID/FSF 1118-2010

OPENING DATE: November 18, 2010 AT 3:00PM (EST)

Total Price: \$ _____

By affixing an authorized signature to this **BID PRICE SHEET**, Contractor acknowledges reading and agrees to accept all terms, provisions, and conditions contained in this Invitation to Bid.

TYPE ORGANIZATION: ☐ Individual ☐ Small Business ☐ Non-Profit ☐ Minority ☐ Partnership ☐ Corporation ☐ Joint Venture

Business is licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida:

☐ yes ☐ no **License#** _____

State of Florida Corporation ID # (from Secretary of State): _____

State of Florida Fictitious Name Reg. # (from Secretary of State): _____

CONTRACTOR NAME: _____

SIGNATURE (MANUAL): _____

SIGNATURE (PRINTED): _____

ADDRESS: _____

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

Telephone No.: _____ **Fax No.:** _____

****Please submit One (1) Original & Six (6) copies of all bid documents****

ATTACHMENT "B"
CONFLICT OF INTEREST

I, _____ as authorized representative of

Certify that no member of this firm or
any person having interest in this firm has been awarded a contract by The Florida State Fair
AUTHORITY on a non-competitive basis to:

- (1) Develop this Invitation to Bid (INVITATION TO BID);
- (2) Perform a feasibility study concerning the scope of work contained in this INVITATION TO
BID;
- (3) Develop a program similar to what is contained in this INVITATION TO BID.

Authorized Representative

Date

Bid Number

****Please submit One (1) original & Six (6) copies of all bid documents****

ATTACHMENT "C"
DRUG FREE WORK PLACE

FLORIDA STATE FAIR AUTHORITY
DRUG - FREE WORKPLACE PROGRAM - CONTRACTOR CERTIFICATION

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug - free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug - free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug - free workplace program. In order to have a drug - free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug - free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug - free workplace through implementation of this section.
7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR's SIGNATURE

****Please submit One (1) original & Six (6) copies of all bid documents****

ATTACHMENT "D"**REFERENCES**

As per the requirements of bid special conditions **CONTRACTOR QUALIFICATIONS**, each Contractor is required to submit the names, addresses, telephone numbers and comparable information for the required four references. References shall be listed below.

In order for your bid to be considered responsive this form must be completed in its entirety and included in your bid package.

COMPANY NAME: _____ **CONTACT:** _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____
(Area code)

EMAIL ADDRESS: _____

COMPANY NAME: _____ **CONTACT:** _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____
(Area code)

EMAIL ADDRESS: _____

COMPANY NAME: _____ **CONTACT:** _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____
(Area code)

EMAIL ADDRESS: _____

COMPANY NAME: _____ **CONTACT:** _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____
(Area code)

EMAIL ADDRESS: _____

****Please submit One (1) Original & Six (6) copies of all bid documents****

ATTACHMENT "E"
INSURANCE - INDEMNIFICATION

By affixing an authorized signature to this document, Contractor acknowledges reading and agrees to accept all terms, provisions, and conditions contained in this Invitation to Bid pertaining to the required Insurance Coverage and Indemnification and shall provide certification of both if awarded the bid within 10 days after signing the contract.

All such terms will be included in the final contract with the selected Contractor.

CONTRACTOR NAME: _____

SIGNATURE (MANUAL): _____

SIGNATURE (PRINTED): _____

****Please submit One (1) Original & Six (6) copies of all bid documents****