



GREATER JACKSONVILLE AGRICULTURAL

FAIR

Invitation To Negotiate (ITN)

ITN Response Due Date:
August 11, 2023

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CATERING AND CONCESSION SERVICES FOR DUVAL COUNTY FAIR ASSOCIATION

The purpose of this Invitation To Negotiate is to solicit responses from qualified entities to enter into negotiations for Catering and Concession Services (collectively, "services") for the new Jacksonville Fairgrounds opening in Spring of 2025. The Duval County Fair Association is inviting responses from highly qualified entities ("Contractors" or "Respondents") describing their proposed services for the new Jacksonville Fairgrounds location. The Contractor must demonstrate a background in providing catering and concession services for entertainment facilities such as fairgrounds, exposition parks, arenas, amphitheaters, stadiums, large-scale festivals and/or theme parks. Based on a review and evaluation of the responses, the Duval County Fair Association will attempt to negotiate a catering and concession services contract ("Contract" or "Agreement") for the new Jacksonville Fairgrounds.

The (new) Jacksonville Fairgrounds is an 82-acre complex featuring the annual 11-day Greater Jacksonville Agricultural Fair, an amphitheater with traditional and lawn seating (projected capacity: 6,000 - 7,000), an approximately 50,000 square foot Exhibition Hall which will double as a mid-size live music venue and dedicated, on-site parking spaces (projected 6,000 - 8,000). In addition to the annual Greater Jacksonville Agricultural Fair, the Fairgrounds hosts numerous events such as concerts, trade shows and conventions. The Greater Jacksonville Agricultural Fair and the Jacksonville Fairgrounds are a non-profit managed by the Duval County Fair Association a private, 501(c)3 not-for-profit educational corporation chartered by the State of Florida and operated pursuant to Chapter 616, Florida Statutes, under supervision of the Commissioner of the Florida Department of Agriculture and Consumer Services.

This ITN contains specifications for the Catering and Concession Services. A Contractor may propose a variance to these specifications, terms and conditions. If variations are not stated on the Contractor's response ("Response" or "Proposal"), it shall be construed that the Response fully complies with the specifications, terms, and conditions as given herein. Contractor's offering alternate or equal services must include full specifications with their Proposal. Failure to document deviations or variances of alternate services may be grounds for rejection of the Proposal. Alternates may be acceptable if they can be proven to be better than or equal to that which is specified. The Duval County Fair Association will be the sole judge of an acceptable alternate.

I. GENERAL DESCRIPTION OF VENUE, REQUIREMENTS & SERVICES REQUESTED

A. GENERAL DESCRIPTION OF VENUE

- The Fairgrounds includes the following facilities (collectively, "Facilities"). Construction on the following facilities set to commence in November 2023 with completion set for Spring of 2025
- Entire complex is a total of 82-acres located next to the Jacksonville Equestrian Center on the West-side of Jacksonville, Florida
- **Exhibition Hall ("The Expo")** – approximately 50,000+ square feet
 - projected capacity 2,000
 - one full Concession Area at approx. 1,600 sq. ft.
 - one Grab & Go Concession area at approx. 300 sq. ft.
 - approximately 40 lavatories
 - doubles as a mid-size live music venue
 - viewing platform / stage: approx. 24 ft. depth x 42 ft. length x 4ft. height
 - two (2) conference / break-out rooms
 - one (1) multi-purpose room
 - stage level double loading dock
 - two (2) overhead, steel roll-up bay doors
 - acoustical partition (to divide room)
- **Open-Air Amphitheater**
 - projected capacity: 6,000 - 7,000
 - both fixed seating and lawn seating
 - large orchestra pit (GA or seated)
 - stage: 40 ft. depth x 80 ft. length x 5 ft. height
 - stage level double loading dock (straight push to stage)
 - two (2) overhead, steel roll-up bay doors
- **Back of House** (serves both Amphitheater and The Expo)
 - Large Dressing Room (1): one shower, two full lavatories and amenities with wired internet
 - Medium Dressing Room (1): one shower, full lavatory and amenities
 - with wired internet

- Small Dressing Rooms (4): each contains with shower, full lavatories and amenities with wired internet
- One (1) Green Room with shower, full lavatory, amenities and Washer/Dryer with wired internet

B. CONCESSIONS AND CATERING SERVICES

- **Concessions**
 - The Contractor shall have the right in the facilities to operate the food service areas, bars, fixed and mobile concession stands, banquet and catering areas, vending operations selling food and beverages (alcoholic and non-alcoholic) except as otherwise provided herein. An Agreement will also include the right to operate concessions and catering or the sale of products of a Food and Beverage nature for events or activities that may be scheduled by the Duval County Fair Association
- **Alcoholic Beverages**
 - An Agreement entered into pursuant to this ITN will include a license for the sale of alcoholic beverages controlled by the Duval County Fair Association for events or activities that may be scheduled by the Duval County Fair Association to occur from time to time at the Facilities, which may include the need to provide concession or catering, subject to and in accordance with terms of any agreement between Contractor and the Duval County Fair Association

C. RIGHTS RESERVED TO THE DUVAL COUNTY FAIR ASSOCIATION

- The Duval County Fair Association shall have the right to provide or to enter into licenses or other agreements with third parties relating to concessions and catering or food vending for (1.) each annual Greater Jacksonville Agricultural Fair and (2.) any festivals (“festivals” or, individually, “festival”) that may occur on all or a portion of the Fairgrounds property subject to the following:
 - For each annual Greater Jacksonville Agricultural Fair, Festival or large-scale event the Duval County Fair Association will, however,

grant Contractor a license for the permanent restaurant locations and in such event Contractor shall operate concessions of food products at such designated permanent restaurant locations during the annual Greater Jacksonville Agricultural Fair, as applicable, in accordance with and subject to the terms and conditions of the Agreement

- All payments received by Contractor for the aforementioned (whether via cash, check, credit or in-kind goods or services) for such services and operations shall be included in the calculation of the Gross Sales of Contractor, all as more particularly set forth in the Agreement

D. CAPITAL INVESTMENT

- Create a detailed list of the Capital Investment you are willing to invest into this project. You will find two areas to complete, below:

“EXPO HALL”

1. Construction Cost which will Include design/drawings, flooring, hood, surfaces, bar/countertops, tiling, panels, paint, GC Fees, supplemental electrical & plumbing, grease trap, framing.
2. Kitchen Equipment
3. (Full) Bar Equipment
4. Tables/Chairs/Seating
5. Signage (interior and exterior)
6. POS/Office Electronics
7. Administrative/Music
8. Security (Alarm)

9. Music / Musak
10. Insurance
11. Opening Inventory
12. Pre-opening hiring and training
13. Web Development / Social Media Set-Up
14. Opening Marketing Costs (PR, Advertising, Social Media)
15. Small wares, etc: Dishware, glassware, flatware, serving bowls, bar utensils, pots, pans, chafing dishes, kitchen tools, tabletop appliances, table skirting, and other movable storage items

“AMPHITHEATER”

1. **Construction Cost A:** stand-alone permanent concession building or buildings located within and/or on the exterior of the Amphitheater location of the Fairgrounds. Please give approximate square footage of building or buildings and any other pertinent details such as attached bathrooms, plumbing, HVAC, electric, tiling, flooring, etc.
2. **Construction Cost B:** flooring, hood, surfaces, bar/countertops, tiling, panels, paint, GC Fees, supplemental electrical & plumbing, grease trap, framing.
3. Kitchen Equipment
4. (Full) Bar Equipment
5. Tables/Chairs/Seating
6. Signage (interior and exterior)

7. POS/Office Electronics
8. Administrative/Music
9. Security (Alarm)
10. Music / Musak
11. Insurance
12. Opening Inventory
13. Pre-opening hiring and training
14. Web Development / Social Media Set-Up
15. Opening Marketing Costs (PR, Advertising, Social Media)
16. Small wares, etc: Dishware, glassware, flatware, serving bowls, bar utensils, pots, pans, chafing dishes, kitchen tools, tabletop appliances, table skirting, and other movable storage items.

E. ALCOHOL LICENSE

- The selected firm will be required to operate alcoholic beverage concessions. Alcohol sales must be in accordance with Chapter 561, Florida Statutes. The Contractor shall at all times use only qualified and supervised personnel with training, experience and certification in the sale of alcoholic beverages thru the national Training for Intervention Procedures (T.I.P.S) program. Contractor shall comply with all laws, rules and regulations relative to liquor license.

II. RECORDS, ACCOUNTING AND AUDITING

- A.** Contractor's operations shall conform to all applicable laws, rules, regulations

and ordinances of federal, state and local government and such operations must be conducted so as not to interfere with any person or organization which has properly engaged Facilities or patron's enjoyment of the premises. Contractor shall be subject to any reasonable rules and regulations, which may be established by the Duval County Fair Association.

- B.** The Contractor shall, at the Contractor's expense procure and keep in force during the entire period of the contract all permits, and licenses required by all federal, state and local laws, rules, regulations and ordinances.
- C.** Contractor shall maintain all accounting records and documents regarding operations at the Facilities and Facility Improvements throughout the term of the Agreement, all in accordance with generally acceptable accounting principles.
 - The Duval County Fair Association may prescribe the form of records to be kept by the Contractor in accordance with this provision. The contractor shall, on reasonable demand, make available to the Duval County Fair Association all records, books of account and statements maintained with respect to operations at the Facilities.
 - Contractor shall also permit designated agents of the Duval County Fair Association to make periodic inspections of the operations of the Contractor at the Facilities.
- D.** The Duval County Fair Association shall be entitled at any reasonable time to conduct its own inventory of products and equipment maintained at the Facilities under this Agreement.
- E.** Contractor shall establish a separate commercial account at any Duval County financial institution through which all receipts under the Agreement shall be deposited and records of receipts are kept.
- F.** Contractor shall keep full and complete records of the Facility Improvements and its operations at the Facilities satisfactory to the Duval County Fair Association. Contractor shall submit a written monthly statement of all Gross Sales to the Chief Financial Officer of the Duval County Fair Association no later than the 15th day of each month covering the entire preceding month and shall concurrently remit to the Duval County Fair Association the percentage payment due.
- G.** Contractor shall annually engage the services of a Certified Public Accountant duly licensed to practice in the State of Florida to express an opinion on the sales

revenue reported by the Contractor pursuant to this Agreement with the Duval County Fair Association. The annual audit will be conducted in accordance with generally accepted auditing standards. The audit will be submitted to the Duval County Fair Association's Chief Financial Officer no later than sixty (60) days after the close of each Agreement year. Contractor shall bear all costs for this audit. Audit report shall indicate that the financial terms of the Agreement have been compiled by Contractor and/or specify in which respects it has not.

- H.** If the Duval County Fair Association is not satisfied with the information submitted by the Contractor as provided for herein, it shall have the right to make a special audit via auditors selected by the Duval County Fair Association of the books and records required to be made and prepared by the Contractor. If this percent (1%), the amount thereof plus interest (at the rate of 1.5% per month or the maximum allowed by law) shall be paid promptly to the Duval County Fair Association by the Contractor and in such event the audit shall be at the expense of the Contractor.
- I.** The Contractor shall collect and promptly disburse all taxes required by federal, state and local authorities and shall pay all taxes levied upon or with respect to food service operations, equipment, inventory, license payments and/or rent(s).
- J.** The Contractor shall submit to the Duval County Fair Association's Chief Financial Officer the following reports on their operation at the Facilities and Facility Improvements:
 - Daily and monthly sales reports by source of revenue
 - Daily event sales reports by source of income.
 - Annual sales report corresponding with the Duval County Fair Association's fiscal year and reconciling with previous year's monthly reports.
 - An annual sales and rent budget and semi-annual revised sales and rent budget.
 - An annual equipment and small wares inventory.
 - Schedule of re-imbursements to Contractor for Facility Improvements including supporting documentation such as contracts, valid invoices, etc.

III. PAYMENTS TO DUVAL COUNTY FAIR ASSOCIATION

Percentage Payments – Contract shall pay to the Duval County Fair

Association on a monthly basis, percentages of Gross Sales generated from the following categories of sales:

A. Non-Fair / Non-Festival

- Concession food and beverages (except alcoholic beverages)
- Banquet catering food and beverages (except alcoholic beverages)
- Alcoholic Beverages
- Candy, vending machines and other

B. Fair and Future Festival

- Concession food and beverages (except alcoholic beverages)
- Banquet catering food and beverage (except alcoholic beverages)
- Alcoholic beverages
- Candy, vending machines and other

C. Payments Accounting and Payment Schedule for Non-Fair and Non-Festival

- Contractor shall submit to Duval County Fair Association on or before the 15th day of each month during the term of the Agreement an accounting of gross receipts during the previous calendar month showing amount and source of each category of gross receipts.
- Concurrent with such accounting, Contractor shall pay to the Duval County Fair Association the applicable percentages of Gross Sale from its operations for the previous calendar month.
- The format for this report shall be agreed to prior to the execution of this Agreement.
- If payment is not received by the 25th day of each month during the term of the Agreement -Contractor shall bear interest at the rate of 1.5% per month from its due date until paid in full.

D. License Payments Accounting and Payment Schedule for Fair and Festival

- Contractor shall submit to the Duval County Fair Association on a daily basis the contracted percentage of Gross Sales.

E. Sales Promotion Fund

- Contractor shall provide a sales promotion fund equal to two percent (2%) of total Gross Sales each month to be used by the Contractor and the Duval County Fair Association to jointly promote the use of the

Facilities food and beverage services. All expenditures from this fund require the prior joint approval of the Chief Financial Officer and the Contractor.

- Any remaining unused balance of the fund will become property of Duval County Fair Association as of the end of the Duval County Fair Association fiscal year, ending June 30th.

IV. ADDITIONAL SPECIFICATIONS

- A.** Contractor shall order, purchase, stock, prepare, pay for and sell quality food, beverage and other concession and catering products. Consumables shall be first quality, wholesome and pure and all food and beverage merchandise on hand shall be stored and handled with due regard for sanitation. Contractor shall prepare product and keep an inventory on the premises in sufficient amounts so as not to run out of product during an event at the Fairgrounds.
- B.** Sanitation -Contractor shall comply with and observe all federal, state and local laws, ordinances and regulations as to sanitation and the purity of food and beverages or otherwise relating to its operations under the Agreement.
- C.** The Contractor shall provide all labor, supervision, material and equipment necessary to perform and complete the services in all respects in accordance with the Agreement. Contractor shall warrant that all services shall be performed in accordance with the ITN specifications and negotiated terms. Contractor shall comply with the Duval County Fair Association's rules, policies and procedures including those relating to hazardous materials and other environmental health and safety issues.
- D.** Contractor is responsible for paying all labor costs, food costs, material/equipment repair and the like. Contractor shall not be entitled to be paid or reimbursed by the Duval County Fair Association for any services or any labor, supervision, material or equipment that is in excess of the scope of services. Any unauthorized extra services furnished by Contractor will be provided at Contractor's sole cost and expense and, to the fullest extent possible under applicable law, Contractor waives any claim for unjust enrichment of the Duval County Fair Association arising

out of any such extra services.

- E.** The monitoring and auditing of the quality of services provided by Contractor, including, but not limited to both scheduled and unscheduled on-site inspections, surveys of the Duval County Fair Association and the Duval County Fair Association's representative or representatives satisfaction, and communications with representatives following reports of failures or insufficiencies in the delivery of Services. The designation an onsite account manager from time to time to address any failure of insufficiencies in the onsite delivery of Services or any other issues arising in the implementation of the security guard services
- F.** Upon any termination of the Agreement with respect to any property, Contractor shall cooperate with the Duval County Fair Association in transferring all documents, books, records and other property relating to the catering and concession services in Contractor's possession or control, as may be reasonably requested by the Duval County Fair Association to such party as may designate in writing and in otherwise providing for the orderly and professional change in performance of Services at such Property or Properties.

V. GENERAL STANDARDS; QUALITY ASSURANCE AND CONTROL

- A.** Contractor shall conduct all of its operations in a first-class, professional, business-like and efficient manner consistent with a premier convention center and arena such as the Facilities.
- B.** The Duval County Fair Association shall have the final approval on what suppliers, portions, prices and brands are used by the Contractor and at no time will Contractor offer an exclusive to any supplier without the prior written approval of the Duval County Fair Association
- C.** The Duval County Fair Association shall decide any and all questions which may arise as to the acceptability of services rendered, number of service areas required, levels of staffing by area, prices, portions, products, manner of performance, questions which arise as to the interpretation of the terms and conditions of the scope of service outlined herein, and all questions as to the acceptable fulfillment of the Agreement.
- D.** All foods, drinks, beverages, confectionery, refreshments and the like sold

or kept for sale, shall be of first quality, wholesome, and pure and shall conform in all respects to the federal, state, and county food/health laws, ordinances and regulations. No imitation, adulterated, or misbranded article shall be sold or kept for sale, and shall be of first quality, wholesome, and pure and shall conform in all respects to the federal, state, and county food/health laws, ordinances and regulations. No imitation, adulterated, or misbranded article shall be sold or kept for sale and all product kept on hand shall be stored and handled with due regard for sanitation. Leftover perishable product shall not be sold at any time.

- E.** All products kept for sale shall be subject to inspection and approval by the Duval County Fair Association. Rejected products shall be immediately removed from the Facilities and shall not be returned for sale.
- F.** Contractor shall identify and utilize local products and services throughout the Facilities, whenever appropriate.
- G.** Subject to the provisions of this Agreement, it is the intent of the Duval County Fair Association to utilize branded products whenever it is in the best interest of the Duval County Fair Association.
- H.** Contractor shall generally utilize disposable plates, cutlery and cups in connection with Concession Sales.

VI. ELIGIBILITY CRITERIA

To be eligible to respond to this ITN, the Contractor must demonstrate that the food service industry is their primary business and they have been actively engaged in this line of work for a minimum of five (5) years. The Contractor must have successfully completed services, similar to those specified in the Scope of Work section of this ITN and be normally and routinely engaged in performing such services. The Contractor shall provide references as evidence of experience. To be considered for award, Contractor must at least: have the ability to obtain adequate financial resources; be able to comply with required or proposed schedules; have a satisfactory record of performance; be otherwise qualified and eligible to receive award.

VII. PERFORMANCE QUALIFICATIONS DURING TERM OF AGREEMENT

The Duval County Fair Association reserves the right to investigate or inspect at any time whether the Services, qualifications, or facilities offered by respondent meet the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. If the Duval County Fair Association determines that the conditions of the solicitation documents are not complied with, or that the services proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Duval County Fair Association may terminate the Agreement.

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

B. CONTRACTOR TEAM PERFORMANCE: The Duval County Fair Association will also have the responsibility, in writing, to inform the Contractor team. After this notice is given the Contractor will address the issues in writing within a reasonable time frame as described in IX © below. The Duval County Fair Association reserves the right to withhold payment for additional services by the Contractor or terminate the Agreement if performance issues are not remedied to the satisfaction of the Duval County Fair Association within the specified time frame.

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

VIII. SPECIAL INSTRUCTIONS TO CONTRACTORS RESPONDING TO THIS ITN

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

B. PERFORMANCE BOND: Before final execution of the Agreement resulting from this ITN, the Contractor shall furnish the Duval County Fair Association with a Performance Bond in the amount of Five Hundred Thousand Dollars (\$500,000). This bond must be written by a Surety Company authorized to do business in the State of Florida (as reasonably acceptable to the Duval County Fair Association) the cost of the Performance Bond shall be borne by the Contractor. The bond shall be accompanied by a duly authenticated or certified document, in duplicate, evidencing that the person executing the bond on behalf of the Surety Company is a licensed Florida agent for the bonding company. The document showing the date of appointment and enumeration of powers of the person executing the bond shall be accompanied by a certification that the appointment and powers have not been revoked and remain in effect. The date of that certification shall be dated the same as the bond. As will be set forth in the Agreement, failure to comply with all provisions of the executed Agreement and specifications listed therein may result in default proceedings and the firm's forfeiture of this Performance Bond.

C. MANDATORY MEETING/VISUAL INSPECTION: It is solely the

Contractor's responsibility to become fully informed as to nature and extent of the work required and its relation to any other work in the area, including, but not limited to possible interference from the Duval County Fair Association activities. To aid you in becoming fully informed, the Contractors or his/her designees must attend the mandatory meeting. The Duval County Fair Association representative(s) will be available at this time to answer any questions related to this Invitation To Negotiate (ITN). Any suggested modifications may be presented, in writing to and/or discussed with the Duval County Fair Association's representative(s) at this meeting and may be considered by said representative(s) in formulating possible amendments to the ITN. Failure to attend this mandatory meeting shall result in the disqualification of a response to the ITN.

D. PROPOSAL FORMAT

Contractor should submit proposal using the following format:

- **TAB A: Cover Letter and Table of Contents**
- **TAB B: Qualifications:**
 - Profile: Describe the consultant/firm's organization and general background.
 - History and Experience: List of other facilities similar to Duval County Fair Association's that Contractor serves or has served within the past five (5) years. Please provide detailed information, e.g., name, address and telephone number of the facility, contact name, length of time served and nature of services provided. Describe any other similar involvement in which services proposed were delivered to other customer (either private or public sector). Cite any important similarities or differences.
 - Ability to Provide Services: Provide a detailed description of the Contractor's ability to provide the services the Duval County Fair Association desires. Resume of the experience, education and performance record in the food service business of the proposed full time resident manager(s) for the Fairgrounds for whom the Duval County Fair Association's Executive Director shall have the right of approval.

- Financial Status Information: Provide information detailing the company's current financial position as well as the financial position of any related companies. The information shall include the financial statements for the last three years, in accordance with Generally Accepted Accounting Principles. In addition, the company shall provide the most recent available Dun & Bradstreet reports (or equivalent) on itself, its partners, and its proposed major sub-contractors (those expected to perform more than five percent of the Contract).
 - References: Supply reference summaries for five (5) mass audience (high volume) entertainment facilities such as fairgrounds, exposition parks, or theme parks, auditoriums, convention centers, universities or government agencies for which you have done similar work in the past, as a contractor, sub-contractor or partner.
 - Other information: Describe other relevant work experience.
- **TAB C: Operation Plan: An operation plan including, as a minimum:**
 - Organization chart showing all fulltime positions planned for the food and beverage operation at the Fairgrounds.
 - Proposed menus (catering, concessions and alcoholic beverages) for the Fairgrounds showing portions sizes and proposed selling prices for the first year of operation. Note whether sales taxes are included or excluded from the menu prices.
 - A detailed banquet catering sales program. Specify whether a full-time catering sales person will be part of staffing plan. Specify whether you will provide at your cost:
 - a. Catering brochures
 - b. Sales promotion fund equal to two percent (2%) of total Gross Sales payable monthly.
 - A repair, maintenance and cleaning plan (RMCP) for all of the food service areas on the Fairgrounds. The RMCP should include a definition of the frequency (time interval) and responsibility (Licensee or maintenance contractor) for the various repair, maintenance and cleaning functions, including refuse and waste

disposal and recycling.

- Any other information the Contractor thinks is pertinent to the success of the food and beverage service/program at the Fairgrounds
- **TAB D: Standard of Conduct:** Describe Company's standard of conduct.
- **TAB E: Supervisor Plan and Policy:** Describe and document Company's current supervisor plan and policy.
- **TAB F: Uniform Policy:** Describe and document Company's current uniform policy.
- **TAB G: Reporting Plans, Procedures, and Documents:** Describe and document your company's current reporting plans, procedures and documents.
- **TAB H: Other Information:** Include any other information deemed relevant or necessary for the reply, but inapplicable to any of the required parts or sections of the reply. If a respondent attaches a publication or other document to provide required information, a specific reference to the document and the relevant page or pages must be given in the appropriate part of tabbed section of the reply. If the document is not specifically referenced in a part of tabbed section of the reply, it will not be considered as a response to the corresponding paragraph of this ITN.

E. SUBMISSION INSTRUCTIONS

One (1) physical, hard copy and one (1) electronic version in .pdf format, of the ITN response with envelope marked with "DUVAL COUNTY FAIR ASSOCIATION ITN Response" and the name of the Contractor must be received by August 11th, 2023. Responses must be delivered to the following physical address:

DUVAL COUNTY FAIR ASSOCIATION
510 Fairgrounds Place
Jacksonville, Florida 32202

F. EVALUATION CRITERIA

Evaluation of proposals leading to a short list of Contractors will be based

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

G. AWARD

Duval County Fair Association reserves the right to award to a single Contractor or to multiple Contractors if it is in the best interest of the Duval County Fair Association. The Duval County Fair Association will conduct a comprehensive, fair and impartial evaluation of all qualified proposals in response to this solicitation. Each proposal submitted will first be evaluated based on the evaluation criteria to determine overall responsiveness and completeness. Failure to submit a complete proposal or to comply with the instructions may deem a proposal non-responsive and eliminate it from further evaluation. Contractors should be certain to address each Award Criteria item thoroughly, as listed below. Contractors may be asked to make a short oral presentation to the Evaluation Committee. The following criteria will be used to evaluate Proposal in the event that the Duval County Fair Association chooses to divide the requested services between two (2) Contractors, the criteria will be divided accordingly:

<u>Evaluation Specifications</u>	<u>Percentage Value</u>	<u>Points Value</u>
Qualifications	35.3%	Up to 60 points
Experience	26.5%	Up to 45 points
Programs	11.7%	Up to 20 points
Financial	3.0%	Up to 5 points
Price	23.5	Up to 40 points

TOTAL

100%

Max total points:
170 Points

- Qualifications: Contractor’s qualifications and experience in successfully serving facilities of similar size and scope to those required by this solicitation, as indicated by (Maximum 60 points)
- Experience: (0-45 points): Age of the company, qualifications of key personnel, extent of Contractor activities, locations of Contractor’s Florida Office(s) and nearest Florida account, and current and past project references. (0-20 points) Preference for companies that have considerable and quantifiable experience in providing similar services to governmental entities. (0-15 points) Preference for companies with a proven ability to effectively manage multiple sites with diverse populations. Companies should provide relevant experience data and references. (0-10 points).
- Programs: (0-20): Employee training; benefits; standard of conduct; supervisor plan and policy; uniform policy; reporting plans, procedures, documents; staffing; and subcontractors. Company’s policy in recruitment and assignment to ensure that only fit a proper people are hired and that the appropriate skill sets are deployed to fit site specific needs. Ability to hire for short-term event staffing.
- Financial: (0-5 points). The financial stability of Contractor as determined by any and all information received by the Duval County Fair Association as part of the evaluation of Proposal.
- Price: The competitiveness of Contractor’s financial offer (Maximum 40 points)

H. EVALUATION AND NEGOTIATION PROCESS

Using the evaluation criteria specified above, the Duval County Fair Association shall appoint a committee that will include at a minimum the Executive Director and at least two (2) other Duval County Fair Association Directors. The committee may also include a member of the Duval County Fair Association Board and a representative from the Department of Agriculture and Consumer Services to evaluate and rank responses and, at

the Duval County Fair Association's sole discretion, proceed to negotiate with Contractors as follows:

- The highest ranked Contractor(s) will be invited to negotiate a contract including a maximum contract price. If necessary, the Duval County Fair Association shall request revisions to the approach submitted by the top-rated Contractor(s) until it is satisfied that the Agreement will serve the Duval County Fair Association's needs. The process will continue until an Agreement is negotiated and executed. The Duval County Fair Association may in its sole discretion, award and enter into contracts with more than one Contractor, if in the best interest of the Duval County Fair Association.
- The Duval County Fair Association reserves the right to negotiate with all responsive and responsible Contractors, serially or concurrently, to determine the best-suited solution. The ranking of the replies indicates the perceived overall benefits of the proposed solution, but the Duval County Fair Association retains the discretion to negotiate with other qualified Contractors as deemed appropriate.
- Before award, the Duval County Fair Association reserves the right to seek clarifications, to request reply revisions and to request any information deemed necessary for proper evaluation of references, provide the opportunity for a site visit, etc. The Duval County Fair Association reserves the right to require attendance by particular representatives of the Contractor. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Contractor's reply. Failure to provide requested information may result in rejection of the reply.
- The focus of the negotiations will be on achieving the solution that provides the best value to the Duval County Fair Association
- The Duval County Fair Association reserves the right to reject any and all replies, if the Duval County Fair Association determines

such action is in the best interest of the Duval County Fair Association. The Duval County Fair Association reserves the right to negotiate concurrently or separately with competing Contractors. The Duval County Fair Association reserves the right to accept portions of a competing Contractor's reply and merge such portions into one project, including contracting with the entities offering such portions. The Duval County Fair Association reserves the right to waive minor irregularities in replies.

I. SPECIAL CONDITIONS

Invitation To Negotiation Delivery

- If Contractor elects to mail/ship its ITN Proposal package, the Contractor must allow sufficient time to ensure the Duval County Fair Association's proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is solely the responsibility of the Contractor to ensure that the ITN Proposal package arrives at the Duval County Fair Association's physical address no later than August 11th, 2023.
- ITN Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposals submission time and date shown above.
- The proposal(s) of one or more Contractors may be accepted and such Contractor(s) will be invited to negotiate the terms of an excess capacity arrangement. Ultimately, one Contractor will be asked to enter into an appropriate excess capacity lease agreement ("Contract") with terms no less desirable than Contractor's proposal. By submitting a proposal, Contractor agrees that such Contract shall include terms and conditions specified in this ITN.

J. INQUIRIES

- The Duval County Fair Association will not give verbal answers to

inquiries regarding negotiations or verbal instructions prior to or after the selection process of this Invitation To Negotiate. A verbal statement regarding same by any person shall be non-binding. The Duval County Fair Association is not liable for any cost incurred by the Contractor in connection with the preparation, production or submission of their ITN Proposal including any increased costs resulting from the Contractor accepting verbal direction. All Duval County Fair Association changes to the ITN terms of specifications, if necessary, shall be made by written addenda to the Invitation To Negotiate and distributed electronically by email only.

- Note: Contractors are responsible to ensure that the Duval County Fair Association has their point of contact as well as their name, title, company name, address, telephone number and email address in order to receive any addenda.
- Direct all inquiries to the Sole Point of Contact, Lisa Thomas.

K. SOLE POINT OF CONTACT

Any questions concerning this Invitation to Negotiate should be emailed to Lisa Thomas at lisa@jacksonvillefair.com

L. ADDENDA

- The Duval County Fair Association may issue written addenda prior to the proposal opening date, supplementing, modifying or interpreting any portion of this Invitation To Negotiate.
Contractor's failure to return any and all addenda shall result in disqualification of that Contractor's Invitation To Negotiate Response.

M. AWARD

Contractors' proposals will be evaluated based upon the requirements set forth in this Invitation To Negotiate. The Duval County Fair Association reserves the right to reject any or all proposals. The Duval County Fair Association reserves the right to reject any or all proposals. The Duval

County Fair Association expects to negotiate the terms of any ultimate award and reserves the right to seek best and final offers from one or more Contractors.

N. THE INVITATION TO NEGOTIATE PROCESS

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

O. NEGOTIATION WITH CONTRACTORS

- To establish a short list of Contractors, submitted proposals will be evaluated, presentations may be requested, and references may be verified and reviewed. The Duval County Fair Association will compare the proposals according to the following evaluation criteria:
- The shortlisted Contractors may be invited to continue in the negotiation process. Negotiations offer an opportunity for the selected Contractors to discuss their offers and proposals in further detail with the Duval County Fair Association’s evaluation committee. Contractors will be given the opportunity to refresh their initial offers. Refreshed offers allow Contractors to match or exceed the offers made by competitors, both as to services and cost. This allows the Duval County Fair Association to secure services which best meet its needs, at a highly competitive and favorable cost. At the conclusion of this negotiation process, the Duval County Fair Association will notify those Contractors that have been selected for the short-list. Each of the Contractors may be asked to submit a written best and final offer to memorialize all

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

P. RIGHT TO NEGOTIATE

- Upon evaluation of the responses, the Duval County Fair Association has the right to enter into negotiations with one or multiple Contractors that appear to have submitted proposal(s) that best meet the needs and requirements of the Duval County Fair Association. Negotiations could include but are not limited to price and the terms and conditions of this ITN.
- If for any reason a Contractor(s) and the Duval County Fair Association cannot arrive at a mutual agreement that would result in the issuance of a contract, the Duval County Fair Association reserves the right to terminate negotiations, to reject the proposal(s) and to continue negotiations with other responsive Contractors that may lead to the issuance and award of a contract.

Q. ORAL PRESENTATION

After ITN proposals have been opened, Contractors submitting ITN proposals may be requested, at the sole option of the Duval County Fair Association to make oral presentations or provide written clarifications. Such presentations or clarifications will provide an opportunity for the Contractor to clarify the proposal. Oral presentations may be recorded. Recorded oral presentations and written clarifications will be affixed to the Contractor's ITN response and become part of the same as it originally submitted. A Duval County Fair Association's representative will initiate and schedule a time and location for any presentations, which may be required.

IX. STANDARD CONDITIONS

A. COST OF PREPARING AND SUBMITTING STATEMENTS

- Each Contractor shall pay their own costs and expenses in connection with responding to this ITN, any negotiations or discussions, and/or any contract, agreement or transaction ultimately awarded by or entered into with the Duval County Fair Association, unless otherwise specifically agreed by the Duval County Fair Association in writing. The Duval County Fair Association is not responsible for any expenses that any Contractor may incur in the preparation or submittal of any document(s) or the making of any presentation to the Duval County Fair Association or the conducting of any interview, including but not limited to, costs associated with travel or accommodations.

B. RESERVATIONS AND OPTIONS

To the fullest extent permitted by law, the Duval County Fair Association reserves the right to award any combination of services or contracts, reject any or all proposals or responses, and/or waive informalities, minor irregularities, inconsequential deviations, and minor variations from specifications in proposals received. The Duval County Fair Association may accept any item or group of items of any proposal that will produce the most satisfactory results suited to its requirements. Without limiting the foregoing, the Duval County Fair Association reserves the right and options to reject any or all of the submittals; waive or modify any of the provisions of the ITN; issue subsequent ITNs; cancel the ITN process; waive any errors in responses it receives; negotiate with any, all, some or none of the respondents to this ITN; pre-qualify only select Contractors for in-person presentations and/or interviews; negotiate with only one Contractor or with only select Contractors; rank or short-list Contractors and then not select any Contractors or have any further negotiations with anyone; continue, discontinue, re-start or terminate negotiations with a Contractor or any number of selected Contractors; negotiate with Contractors and then reject all proposals and not award any contract; request changes to project team personnel; and revise the scope of services required.

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

Any or all ITN responses will be rejected if there is reason to believe that collusion exists among those responding and no participants in such collusion will be considered in any future invitations for the same work. Falsifications of any entry made in the firm's response or in any other written or oral communication with the Duval County Fair Association will be deemed a material irregularity and will be grounds for rejection.

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

C. CONFLICT OF INTEREST DISCLOSURE

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

- No person or entity employed by the Duval County Fair Association or otherwise involved in the preparation of this ITN on behalf of the Duval County Fair Association (i) has provided any information to Respondent that was not also available to all entities responding to the ITN; (ii) is affiliated with or employed by Contractor or has any financial interest in Contractor; (iii) has provided any assistance to Contractor in responding to the ITN; or (iv) will benefit financially if Contractor is selected; and Contractor has not offered or given to any Duval County Fair Association

employee any gratuity or anything of value intended to obtain favorable treatment under the ITN or any other solicitation or other contract, and Contractor has not taken any action to induce any Duval County Fair Association or State officer or employee to violate the rules of ethics governing the Duval County Fair Association or State and its employees. Contractor has not and shall not offer, give, or agree to give anything of value either to the Duval County Fair Association or State, or any of its employees, agents, job shoppers, consultants, managers, or other person or firm representing the Duval County Fair Association or State or to a member of the immediate family (i.e., a spouse, child, parent, brother, or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this ITN. As used herein, "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment and transportation (other than that contemplated by this ITN, if any, or any other contract with the Duval County Fair Association or State which might tend to obligate a Duval County Fair Association or State employee to Respondent, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment, or business opportunity. Such term shall not include work or services rendered pursuant to any other valid Duval County Fair Association or State contract.

D. MISCELLANEOUS PROVISIONS

- **Change in Contractor's Information:** if after Contractor has submitted a response, substantive information provided in that response changes, the Contractor must notify the Duval County Fair Association in writing and provide updated information. The Duval County Fair Association reserves the right to evaluate the modified response, eliminate a Contractor from further consideration, or take other action as the Duval County Fair Association may deem appropriate.

- **Restricted Communications – Cone of Silence:** The Duval County Fair Association has established a cone of silence applicable to this ITN. The cones of silence will be imposed beginning with the advertisement of this ITN and will end upon the earlier of the selection of a Contractor by the Duval County Fair Association or the termination of the procurement process by the Duval County Fair Association. The cone of silence prohibits any communications regarding this ITN or respecting any issue related to this ITN between (i) a potential Contractor, (which includes vendors, service providers, bidders, proposers, lobbyists, consultants and advisors) and their representative(s), on the one hand, and Duval County Fair Association staff, on the other hand, except for communications made pursuant to this ITN, provided the communication is strictly limited to procedural matters or is otherwise expressly permitted by this ITN (such as, for example, providing a response to a direct inquiry or request for clarification from the Duval County Fair Association), (ii) a potential Contractor and their representative(s), on the one hand, and a Duval County Fair Association member or Board Member on the other hand, and/or (iii) a potential Contractor and their representative(s), on the one hand, and a member of the Duval County Fair Association’s Evaluation Committee, on the other hand. However, unless specifically provided otherwise by the Duval County Fair Association, the cone of silence does not apply to (a) communications with the Duval County Fair Association’s legal counsel, (b) oral communications at any pre-qualification conference or at any presentation or interview granted by the Authority, (c) oral communications during any Evaluation Committee meeting, and/or (d) communications with Duval County Fair Association’s staff or Evaluation Committee members by a Contractor during any negotiations between the Duval County Fair Association and that Contractor. Any violation of the cone of silence will render voidable the Contractor’s response and/or any awarded agreement or other written commitment.

- **Selection Non-Binding:** Neither this ITN, nor the receipt or acceptance of any response submitted by any Contractor, nor the pre-qualification of a Contractor for a presentation or interview before the Evaluation Committee nor the short-listing or ranking of any Contractor by the Evaluation Committee, nor any oral or written statement related to this ITN made by the Duval County Fair Association or any of its representatives constitutes a binding commitment on the part of the Duval County Fair Association to enter into any contract, development, agreement, memorandum of understanding or other contractual commitment with any Contractor or any other party. Each Contractor acknowledges and agrees that, unless and until a written definitive agreement between it and the Duval County Fair Association has been executed and delivered, the Duval County Fair Association will not be under any legal obligation of any kind whatsoever by virtue of this document or any other written or oral expression. The Duval County Fair Association reserves the right at all times to reject any and all responses when such rejection is in the best interest of the Duval County Fair Association, and/or to reject the response of a Contractor who the Duval County Fair Association determines is unable to adequately perform a contract with the Duval County Fair Association, all in the sole and absolute discretion of the Duval County Fair Association. The Duval County Fair Association also reserves the right to waive any minor irregularity or technicality in or with respect to any response received – but the Duval County Fair Association has no duty to do so.
- **Sunshine Law and Public Records Act:** Waiver of Trade Secrets. The Duval County Fair Association subject to the requirements of the Government in the Sunshine Law, Art. I, & 24(b), Fla. Const.; 286.011, Fla. Statute, as well as the requirements of the Florida Public Records Act, Chapter 119 Florida Statutes: Contractors are hereby notified that information submitted as part of, or in support of, any response hereto will be available for public

inspection in compliance with Chapter 119, Florida Statutes. The Contractor shall not submit any information in response to this ITN which the Contractor considers to be trade secrets, proprietary or confidential. The submission of any information by Contractor to the Duval County Fair Association in connection with this ITN shall be deemed conclusively to be a waiver by said Contractor of any trade secret or other legal protection which would otherwise be available to Contractor. Any claim to confidentiality or trade secret protection is deemed expressly waived by the Contractor upon submission of any information to the Duval County Fair Association.

- **Public Entity Crimes; Discrimination:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to this ITN or enter into any contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity for a period of 36 months from the date of being placed on that convicted vendor list. A firm that has been placed on the discriminatory vendor list may not submit a response to an ITN on a contract to provide goods or services to a public entity or repair of a public building or public work, may not submit bids or leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact any business with any public entity.
 - A firm that has been placed on the discriminatory vendor list may not submit a response to an ITN on a contract to provide goods or services to a public entity, may not submit a response to an ITN on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform

work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact any business with any public entity.

- **Employment of Unauthorized Aliens.** The following standard provision shall apply to any contract that may ultimately be awarded as a result of this ITN: The employment of unauthorized aliens by any firm is considered a violation of section 274A of the Immigration and Nationality Act [8 U.S.C. 1324]. If the firm knowingly employs unauthorized aliens, such violation would allow the Duval County Fair Association to unilaterally cancel any contract.
- **Non-Liability; Indemnity.** The firm contracted pursuant to this ITN shall hold harmless and indemnify to the fullest extent permitted by applicable law, the Duval County Fair Association, the State of Florida, the Duval County Fair Association Members, and all directors, managers, members, trustees, employees, attorneys, consultants, independent contractors, agents and representatives of each of them (all, collectively, the “Indemnified Parties”), from and against any and all claims, damages, losses, liabilities, penalties, fines, costs and expenses (including reasonable attorney’s fees and related expenses) (all, collectively “Losses”) arising out of, resulting from or related to the performance or non-performance of any contract or work or any act or omission of the firm (including also the firm’s officers, directors, managers, members, employees, attorneys, consultants, independent contractors, agents and representatives), provided that such Losses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including loss of use resulting therefrom), or to a breach of any written agreement or commitment by the firm, or to the negligence, recklessness or wrongful conduct or any violation of any applicable law by the firm (or any of its officers, directors, managers, members, employees, attorneys, consultants, independent contractors, agents and representatives), all

regardless of whether or not such Claim(s) are caused in part by any of the Indemnified Parties. The Duval County Fair Association reserves the right, at its option, to participate in the defense of any suit, without relieving the firm of its indemnity obligations. The foregoing indemnification clause shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which otherwise exist in favor of any of the Indemnified Parties under any law, statute, rule, regulation, or ordinance or under any contract or at common law. The foregoing indemnity obligations shall not be limited by the amount of any insurance required to be obtained or maintained by a firm. Nothing herein or in any contract ultimately entered into by the Duval County Fair Association will be construed as a waiver of any immunity the Duval County Fair Association may have under the doctrine of sovereign immunity. If this clause is found to conflict in any way with Florida Law, the clause will be considered modified to the minimum extent necessary to remedy the conflict and make the clause enforceable.

- **Independent Contractor.** A firm, in performance of any executed definitive agreement with the Duval County Fair Association, shall at all times act in the capacity of an independent contractor, and neither the firm nor any of its officers, directors, managers, members, employees, attorneys, consultants, independent contractors, agents or representatives shall be considered an officer, director, manager, member, employee, or agent of the Duval County Fair Association.
- **Compliance with Laws.** Contractor shall comply with applicable Federal, State, and local laws and regulations and Duval County Fair Association Regulations and Policies with respect to its participation in the ITN process. If Contractor receives an award as a result of the ITN, Contractor shall continue to comply with the foregoing laws, regulations and policies. If Contractor fails to comply with the requirements of the proceeding sentences, the Duval County Fair Association in its sole discretion, may

disqualify Contractor, or if Contractor has been awarded a contract pursuant to the ITN, the Duval County Fair Association, in its sole discretion may determine that Contractor is in default.

- **Right to Terminate.** In the event any of the provision of the Agreement are violated by the successful proposer, the Duval County Fair Association may serve written notice upon Contractor of its intention to terminate the contract. Such notice will state the reason(s) for the intention to terminate the Agreement. If the violation does not cease and satisfactory arrangements for correction are not made within ten (10) days after the notice is served upon the Contractor, the contract shall cease and terminate. The liability of the Contractor and/or his surety for any and all such violation(s) shall not be affected by any such termination.
- **Certified Minority Business Enterprises.** The Duval County Fair Association desires to encourage ultimate award of a contract, or subcontracting portions of a contract to, or purchase of goods or services from State of Florida Certified Minority Business Enterprises (“CMBE”s). Each Contractor must state whether or not they are a CMBE, and if not, what percentage of any total contract price may be spent with CMBE firms who will be supplying them. Only CMBEs property certified by the State of Florida will be considered in the evaluation of minority business enterprise status. If Contractor is a CMBE, the Contractor must submit certification documentation as part of its response.
- **No Assignment.** Neither the selection of any Contractor for negotiations following this ITN, any short-listing or ranking of any Contractor, nor any contract ultimately awarded, nor any right related to any of the foregoing, may be assigned, delegated or transferred by said firm without the prior written consent of the Duval County Fair Association.
- **Addition/Deletion.** To the greatest extent permitted by applicable law, the Duval County Fair Association reserves the right to add or delete any item from this ITN or any resulting document or contract when deemed to be in the Duval County Fair

Association's best interests.

- **Publicity.** A firm shall coordinate all publicity relating any negotiations or contract with the Duval County Fair Association, and a firm shall not issue or publish (or cause to be issued or published) any press release or publicity statement, written or oral, without prior written consent of the Duval County Fair Association.
- **Governing Law.** The interpretation and construction of this ITN and any response hereto, any transaction or dispute related thereto or hereto, and any contract that may ultimately be entered into with any firm will be governed by and construed under the laws of the State of Florida.

E. INSURANCE REQUIREMENTS

- The Contractor shall not commence any work in connection with the Agreement until obtaining, at a minimum, the insurance described in this section. In the event that additional insurance is required, this will be reflected in the Agreement. The Contractor must secure and maintain, during the life of the Agreement, Worker's Compensation Insurance for all of their employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor's insurance. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in work under his contract at the site of the project is not protected under Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Duval County Fair Association, for protection of the employees not otherwise protected.
 1. Waiver of Subrogation in favor of the Duval County Fair Association is to be applied to the Workers Compensation.

- The Contractor shall secure and maintain during the life of the Agreement, comprehensive general liability and comprehensive automobile liability insurance which shall protect the Contractor and its officers, employees, servants, agents, and Duval County Fair Association from claims for damages and personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by Contractor and the amount of such insurance shall be for, at a minimum, the amounts as follows:
 1. **Endorsement to the Policy** naming the Duval County Fair Association as the Additional Insured applied the General Liability and the Business Auto Liability.
 2. **Commercial General Liability**
 - a. Each occurrence \$1,000,000
 - b. Each aggregate \$2,000,000
 3. **Business Auto Liability Insurance**
 - a. Combined Single limit \$1,000,000
 4. **Umbrella or Excess Liability** \$1,000,000

The Duval County Fair Association is exempt from paying, and is in no way liable for, any sums of money which may represent a deductible in any Contractor's insurance policy. The payment of such deductible is solely the responsibility of the Contractor obtaining the insurance.

FOOD & BEVERAGE
PAYOUT PROPOSAL

Contract Payout Percentages

*Proposer must submit proposed percentages
(payable to Duval County Fair Association
for each alternative listed, below)*

Non-Fair and Non-Festival:

Food & Non-Alcoholic Drinks	% _____
Beer and Alcohol	% _____
Event Buyout	% _____
Catering (no alcohol buyout)	% _____