



REQUEST FOR PROPOSAL

Title:

2019 Georgia Grown Pavilion Design and Installation

RFP Release date: May 10, 2019
Questions deadline: May 22, 2019 C.O.B.
Question responses: May 31, 2019
Deadline for Submission: June 14, 2019, 12:00 NOON
Award Date: projected to be June 26, 2019, 12:00 NOON

Contact: Katie Oxford
Georgia Fruit and Vegetable Growers Association
P.O. Box 2945
251 S.L. White Blvd
LaGrange, GA 30241

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SECTION 1. OVERVIEW

The Georgia Fruit and Vegetable Growers Association (GFVGA) is soliciting bids for the design, development and installation of the Georgia Grown Pavilion, totally 4000 square feet for the Produce Marketing Association (PMA) Fresh Summit to be held in October 2019 in Anaheim, California. The successful bidder will work with GFVGA to develop the Pavilion concept, structure and graphics, including signage, photo panels, etc., present concepts to GFVGA and provide revisions as necessary; upon concept approval, source photography from Georgia Pavilion exhibitors as needed and provide graphic design; recommend and source appropriate GFVGA archived photographs and/or stock photography and place into layouts; present final layout to GFVGA and Pavilion Exhibiting Companies for approval, and incorporate revisions as necessary; provide final art to GFVGA and coordinate through proofing, production, and installation in Anaheim, California.

SECTION 2. ADMINISTRATIVE INFORMATION

A. Point of Contact

The sole point of contact for this solicitation is:

Katie Oxford
Director of Operations
251 S.L. White Blvd.
LaGrange, GA 30241
Phone: (706) 845-8200
E-mail: keoxford@asginfo.net

B. Communications

All communication from GFVGA specifically addressing this bid, will be via postings on the GFVGA website at <https://www.gfvga.org/news/450707/2019-RFP-for-GA-Grown-Pavilion-at-Fresh-Summit-Released.htm> GFVGA will post notices to include, but are not limited to, any modifications to requirements; answers to questions received, and notice of award. *It is the responsibility of the vendor to carefully and regularly monitor <https://www.gfvga.org/news/450707/2019-RFP-for-GA-Grown-Pavilion-at-Fresh-Summit-Released.htm> for any such postings.*

C. Performance Outside the United States

Following the issuance of a Purchase Order, Contractor shall provide written notice to GFVGA if Contractor intends to perform or subcontract for the performance of Services outside the State of Georgia and/or the United States. Such notice shall specify the type of services to be performed outside the State of Georgia and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. Knowing failure by Contractor to provide notice to GFVGA under this provision shall constitute a material breach of any purchase order awarded pursuant to this solicitation.

D. Legal Residents

1. By responding to this solicitation, the bidder certifies that it shall not knowingly engage an illegal alien to perform work under the resulting Purchase Order (PO), or enter into a contract with a subcontractor that fails to certify to the successful bidder that the subcontractor shall not knowingly engage an illegal alien to perform work under the purchase order. The bidder represents, warrants, and agrees that it (i) will verify (E-VERIFY Certification Form - ATTACHMENT D – PAGE 19) that it does not engage any illegal aliens through participation in the federal Basic Pilot Employment Verification Program and (ii) bidder shall comply with all reasonable requests made in the course of an investigation under this provisions. Failure to comply with any requirement of this provision shall be cause for termination for breach and the bidder shall be liable for actual and consequential damages.
2. The bidder, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, and (ii) shall produce two forms of identification (state driver's license or passport and U.S. social security card or birth certificate) prior to the effective date of the resulting PO or contract.

E. Proposal Timeline

1. The deadline for responses to this solicitation is 12:00 NOON on June 14, 2019.
2. Late responses will not be considered. It is the responsibility of the bidder to ensure that their response is received in the manner prescribed in Section 6.0 Submission Requirements on or before the response due date and time. Responses may be modified or withdrawn prior to the response due date and time.

F. Selection

All timely responses will be evaluated through the evaluation process. The objective of the evaluation process is to identify the most competitive bid.

1. Administrative/Preliminary Review

First, the responses will be reviewed by the Issuing Officer to determine compliance with the following requirements:

1. Response was submitted by deadline via in accordance with Section 2
2. Response is complete and contains all required documents

2. Evaluating Bid Factors (Section 3)

If the supplier's response passes the Administrative/Preliminary Review, the bidder's responses to Attachment B – Questions and Bid Submission Form will be evaluated on a pass/fail basis. If a response fails to meet the mandatory requirement, the bid will be rejected.

3. Evaluating Cost/Design

GFVGA may utilize lowest cost, lowest total cost, total cost of ownership or greatest savings to determine the most competitive pricing. Submitted pricing will be evaluated on component pricing and total project pricing.

1. Final selection will be made of the responsible bidder whose acceptable response is determined to be the most advantageous to GFVGA, at GFVGA's sole discretion, cost/price/design/service being the primary considerations. This solicitation will result in a fixed- price award. GFVGA reserves the right to make an award without further discussion of responses received. Therefore, it is important that responses be submitted in the most complete terms possible from both the technical, service and cost/price standpoint.
2. Upon selection of a vendor by GFVGA, a purchase order will be offered to the vendor. In the event that the vendor's forms (or parts of forms) are included in the vendor's response and included as attachments or exhibits to the final purchase order, the vendor agrees that, where there are contradictions or inconsistencies, the terms of the purchase order shall always supersede, manage, and control those of any such attachment or exhibit.
 - a. GFVGA's purchase order terms and conditions are published with this solicitation as a separate document see ATTACHMENT A.
3. The contents of the response of the vendor will become obligations of the purchase order. Failure of the selected vendor to accept these obligations in a purchase order may result in cancellation of the selection.
4. Any restrictions on the use or inspection of material contained within the response shall be requested prior to the submission of the response itself. Written requests for confidentiality shall be submitted to GFVGA by the vendor prior to the bid submission date. The vendor must state specifically what portion(s) of the response it is requesting to be considered confidential/proprietary with an explanation of the reasons that the materials are considered confidential/proprietary. The Purchasing Agent will inform the vendor in writing which portions of the confidentiality/proprietary request will be honored and which will not. Requests shall adhere to the following:

- a. Confidential/proprietary information must be readily identified marked and separated/packaged from the rest of the response.
 - b. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a response in its entirety nor the response cost/price information will be considered confidential and/or proprietary.
5. Any information that will be included in any resulting purchase order cannot be considered confidential.
 6. GFVGA records are not open for public inspection. Once a bid document has been submitted to GFVGA, it shall remain confidential except by order of fiscal audit under the Grant guidelines.

G. Term

The anticipated term of payment for the purchase order resulting from this solicitation is upon final execution of the PO on or before October 17, 2019.

Payment Terms:

- a. No advance payment or deposit will be made to successful bidder prior to October 17, 2019.
- b. On October 17, 2019 90% of the contracted price will be paid to bidder.
- c. On October 23, 2019 the remaining 10% of the contract will be paid upon satisfactory completion of the project.
- d. This project is funded via a grant program and funds will not be available for payment until after 10/14/2019.

H. Work Location

The Pavilion build must be performed at the vendor's location. The Georgia Grown Pavilion must be delivered to the Anaheim Convention Center and Arena in Anaheim, California and completely assembled including all rigging, lighting and electric, before 5 p.m. on Thursday, October 17, 2019.

I. Additional Requirements

1. At GFVGA's option, bidder submitting a proposal may be required, during the period of this solicitation, to make a formal presentation to and/or attend a meeting to discuss their proposal/work experience with GFVGA.
2. It will be the responsibility of the successful bidder to meet the scope of the project by

providing appropriate information as well as adequate resources to ensure the successful implementation of this project.

J. Insurance

If awarded a contract, the supplier shall procure and maintain insurance which shall protect the supplier and GFGVA (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this solicitation throughout the duration of the contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish GFGVA an insurance certificate listing GFGVA as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the supplier includes contractual liability coverage applicable to the contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the State Entity.

The supplier (and sub-contractors) is required to maintain the following insurance coverage's during the term of the contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts listed below. (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the supplier qualifies to pay its own workers compensation claims.) In addition, the supplier shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

| | |
|--|------------|
| Bodily injury by accident - per employee | \$100,000; |
| Bodily injury by disease - per employee | \$100,000; |
| Bodily injury by disease – policy limit | \$500,000. |

- 2) Commercial General Liability Policy with the following minimum coverage:

| | |
|---|--------------|
| Each Occurrence Limit | \$1,000,000 |
| Personal & Advertising Injury Limit | \$1,000,000 |
| General Aggregate Limit | \$ 2,000,000 |
| Products/Completed Ops. Aggregate Limit | \$ 2,000,000 |

- 3) Automobile Liability

| | |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to GFVGA. Certificates of Insurance showing such coverage to be in force shall be filed with the GFVGA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GFVGA, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide GFGVA with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

SECTION 3. STATEMENT OF WORK:

1. PRODUCTION FOR RENTAL:

The full Georgia Grown Pavilion totals 2800 square feet, however 1200 square feet will not require design and installation services under this contract. Per ATTACHMENT D Booths 3223 and 3231 will be installed by the individual exhibitors (ProDew, and Durand Wayland) for those spaces. The offering for this RFP includes a custom pavilion consisting of various exhibit spaces (hardwall, islands and pipe/drape) totaling 1600 square feet including the following:

- 8 – 10' X 10' exhibit spaces each with one counter, lights, seamless graphic backwall
- 3 – 10' X 20' exhibit space with two counters, lights, and seamless fabric backwall
- 1 – 10' X 20' exhibit space with pipe drape, 6' draped table, 2 chairs.(Booth # 3454/3456)

2. FURNITURE & FLOOR COVERING:

A. Standard Furniture:

- For every 100 sq. feet display space (including islands) the exhibitor will receive a 1M X .5 M X 1M high reception counter, choice of tables and chairs or counter stools, waste basket, seamless backwall graphic, and lights. (except booth 3454/3456)

B. Floor Covering

- 1600 square feet of custom light green carpet
- 1600 square feet of carpet pad

3. ADDITIONAL SERVICES:

- All inline exhibits will have a continuous graphic custom digital backwall (no seams)
- One Georgia Grown 8' X 50' hanging sign over island 3449.

4. ADDITIONAL SERVICES:

- Nightly vacuuming and trash removal for duration of show
- All electrical service for lights
- Rigging of all Georgia hanging signs (1 – 50’ over 3449)

5. INSTALLATION & DISMANTLING:

Labor to install and dismantle rental booth equipment is included. Labor schedule subject to change as may be dictated by actual on-site conditions.

During the installation and prior to show opening, bidder must have a senior manager on the show floor at all times to address any concerns, needs, change orders, etc. required for the Georgia Grown Pavilion management.

During the show days, October 18-19, 2019 bidder must have a staff person available to assist with any issues or problems that may arise.

6. TRANSPORTATION:

NOTE: Drayage charges for client exhibitor product, literature, and any non-Bidder rental properties, will be invoiced to client exhibitor at published show rates. Client to arrange for transportation of product.

For clarification: client exhibitor pays for all materials that they ship into the convention center such as literature, product, etc. and Bidder pays for any materials that they provide for the exhibit, to be shipped into the convention center. Drayage (transportation from the receiving dock to the booth space) will be billed in the same manner. These costs should be including in your bid proposal.

SECTION 4. BIDDER QUALIFICATIONS

Failure of a bidder to meet the following qualifications may result in elimination of the bidder bid from consideration.

- A. Bidder must have at least five years’ experience designing and installing large scale trade show state pavilions of 1500 square feet or more.
- B. Bidder must provide five references of large pavilion work completed. It is requested that at least two of the references are State Departments of Agriculture.

SECTION 5. COSTS/COMPENSATION

- A. Submit a firm, fixed-price for the deliverables described in Section 3.0 Statement of Work of this solicitation. In accordance with SECTION 3.0 Bidder should include detailed costs for design and materials as noted on BID SUBMISSION FORM.
- B. The cost/price quotation(s) shall include all costs incurred by the vendor and its personnel in the performance of the work. NO ADDITIONAL COSTS WILL BE REIMBURSED.

SECTION 6. EVALUATION

The evaluation committee will be key staff of the Georgia Fruit and Vegetable Growers Association and the Georgia Department of Agriculture. The committee will use both objective and subjective judgment in conducting a comparative assessment of the relative benefits and deficiencies of the proposals in relationship to the criteria outlined below to determine the proposal(s) that will be most advantageous to the state for the tasks, and/or deliverables described in the Statement of Work, Section 3 and Submission Requirement, Section 7.

SECTION 7. SUBMISSION REQUIREMENTS

A. Questions

1. Questions regarding this RFP will be accepted only in writing via email until May 31, 2019. No questions will be accepted after this date and time.
2. Send questions to keoxford@asginfo.net. Include- Georgia Grown Pavilion RFP in the subject line of the e-mail.

B. Responses

1. Responses will be accepted via e-mail only. Send one (1) electronic version to keoxford@asginfo.net. In the body of the e-mail, include:
 - a. The solicitation title
 - b. The solicitation due date and time.
2. Please limit your response to Pavilion Questions/Bid Submission Form and no more than twenty (20) pages of support materials.

C. Submit

1. A complete quote that is consistent with the Statement of Work in Section 3.0 of this solicitation on the BID SUBMISSION FORM.
2. Draft drawing of Pavilion and layout.
3. A primary bidder point of contact for the project, including name, position description, phone number, and e-mail address.
4. Complete, sign and submit the "QUESTIONS and BID SUBMISSION FORM", which is Attachment B – Page 16 of this solicitation.
5. Complete, sign and submit a "W-9 form", along with Bid Submission form.

6. Cost Proposal based on requirements in section 3 and the budget allocated in section 5 per #1 above.
7. Bidder shall provide a statement that acknowledges Bidder willingness to comply with all requirements described in this RFP solicitation, general concept requirements, Purchase Order Terms and Conditions (see Attachment A – Page 13). NOTE: If Bidder is not willing to accept all terms and conditions, Bidder should provide a statement of explanation and a listing of all exceptions the Bidder requires. No changes to the legal provisions of the purchase order will be considered unless the Bidder proposes specific, alternative language to that included in the purchase order attached as Attachment A – Page 13. The request must include a listing of all additions or exceptions, an explanation of why the addition or exception is being sought and what specific effect it will have on the Bidder ability to perform the requirements of the solicitation. GFVGA will not accept any responses that are conditional on acceptance.

SECTION 8. AWARD INFORMATION

- A. This is a fixed price solicitation. Pricing must remain firm for the entire term of the purchase order. Any unique changes or modifications to the purchase order will be negotiated on a case-by-case basis ONLY, with final determination made by GFVGA.
- B. GFVGA reserves the right to reject all quotes and re-solicit at any time prior to the purchase order start date. GFVGA reserves the right to cancel this solicitation in its entirety at any time without penalty. Illegible quotes or writing shall be deemed non-responsive and will not be evaluated. A quote with missing or inconsistent information may be considered non-responsive and may not be evaluated. GFVGA will be the sole judge in determining the acceptability of an offer. GFVGA also reserves the right to reject any or all quotes in part or in whole and to waive informalities or technicalities, clarify any ambiguities in proposals, and modify any criteria in this RFP.
- C. GFVGA intends to use both the State of Georgia vendor lists and additional methods of vendor notification and marketing of this RFP.
- D. Selection of a proposal is not an acceptance of an offer and does not create any contract rights. No contract shall be considered to have been entered into until a written contract has been signed by GFVGA and the successful vendor.

ATTACHMENT A

Purchase Order Terms and Conditions

1. Offer/ Acceptance. If this purchase order ("PO") refers to vendor's bid or proposal, this PO is an ACCEPTANCE of vendor's proposal in accordance with the terms and conditions of the "solicitation" identified in vendor's bid or proposal. The solicitation includes an RFP or any other form of order by buyer. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to vendor's acceptance, demonstrated by vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by buyer accepting a counter-offer. This PO shall supersede and control over any vendor form(s) or part(s) thereof included in or attached to, any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof.
2. Safety Information. All chemicals equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment, or hazardous materials at the time of delivery.
3. Changes. Vendor shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded, or otherwise altered, except in writing signed by purchasing agent and accepted by vendor. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of vendor to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section.
4. Delivery. Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. Buyer is relying on the promised delivery date, installation, and/or service performance set forth in vendor's bid or proposal as material and basic to buyer's acceptance. If vendor fails to deliver or perform as and when promised, buyer, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.
5. Intellectual Property. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by vendor in performance of its obligations under this PO shall be the exclusive property of buyer. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the buyer, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.
6. Quality. Buyer shall be the sole judge in determining acceptable standards with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified.
7. Warranties. All provisions and remedies relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications. Without limiting the foregoing, Vendor warrants that it possesses, and will employ, the resources necessary to perform the services in conformance with its proposal, and those services will be performed, and the work produced, in accordance with high standards of expertise, quality, diligence, professionalism, integrity, and timeliness.
8. Inspection and Acceptance. Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, buyer may exercise all of its rights as outlined herein. Buyer shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, buyer may require vendor to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, buyer may (a) require vendor to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.
9. Cash Discount. The cash discount period, if offered and available, will start from the later of the date of receipt of acceptable invoice, or from date of receipt of acceptable products/services at the specified destination by an authorized buyer representative.
10. Taxes. Buyer is not exempt from State and local government sales and use taxes.
11. Payment. Buyer shall pay vendor in accordance with the terms specified in the RFP solicitation or Buyer shall pay all amounts due within 45 days after receipt of products or services and a correct notice of amount due. Interest on the unpaid balance shall begin to accrue on the 46th day at the rate agreed upon by Buyer and Vendor until paid in full. Interest shall not accrue if a good faith dispute exists as to buyer's obligation to pay all or a portion of the amount due. Vendor shall invoice buyer separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate.

12. Assignment and Successors. Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of buyer. This PO shall inure to the benefit of and be binding upon vendor and buyer and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to buyer.

13. Indemnification. If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, vendor shall indemnify and hold harmless buyer from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. Without limiting the foregoing, vendor shall indemnify, save, and hold harmless buyer, its employees and agents, against any and all damages, liability, awards, and expenses, including court costs, attorney fees, and related expenses, incurred as a result of claims, actions, or suits arising out of, resulting from, or connected with any act or omission by vendor, or its employees, agents, subcontractors or assignees.

14. Independent Contractor. Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of buyer. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through buyer and buyer shall not pay for or otherwise provide such coverage for vendor or any of its agents or employees. Unemployment insurance benefits will be available to vendor and its employees and agents only if coverage is made available by vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind buyer to any agreement, liability or understanding, except as expressly set forth herein. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by buyer, and (c) be solely responsible for its acts and those of its employees and agents.

15. Communication. All communication concerning administration of this PO, prepared by vendor for buyer's use, shall be furnished solely to purchasing agent.

16. Compliance. Vendor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

17. Insurance. Vendor shall obtain and maintain at all times during the term of this PO, an adequate level of insurance coverage in respect of all risks which may be incurred by Vendor, arising out of Vendor's performance of the services, including as to death and personal injury, as well as loss of or damage to property, and shall provide proof of such coverage

18. Termination Prior to Shipment. If vendor has not accepted this PO in writing, buyer may cancel this PO by written or oral notice to vendor prior to shipment of goods or commencement of services.

19. Termination for Cause. (a) If vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, buyer may notify vendor in writing of non-performance and, if not corrected by vendor within the time specified in the notice, terminate vendor's right to proceed with the PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by buyer in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this PO. (b) Buyer may withhold amounts due to vendor as buyer deems necessary to reimburse buyer for excess costs incurred in buying, completing or procuring similar goods and services. (c) If after rejection, revocation, or other termination of vendor's right to proceed under this clause, buyer determines for any reason that vendor was not in default or the delay was excusable, the rights and obligations of buyer and vendor shall be negotiated by an outside third party agreed to by both the buyer and vendor.

20. PO Approval. This PO shall not be valid unless it is executed by authorized representative of the Buyer. Buyer shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

21. Fund Availability. Financial obligations of buyer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to, and contingent upon, the continuing availability of federal funds for the purposes hereof. Buyer represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

22. Choice of Law. Georgia State laws, rules and regulations, shall be applied in the interpretation, execution, and enforcement of this PO. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Unless otherwise specified in the solicitation, or this PO, venue for any judicial or administrative action arising out of or in connection with this PO shall be in Troup County, Georgia. Vendor shall exhaust administrative remedies prior to commencing any judicial action against buyer.

23. Public Contracts for Services. Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this PO through participation in the USDOL E-Verify Program. Vendor shall not knowingly employ or contract with an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this PO. Vendor shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this PO, (b) notify subcontractor and buyer within three days if vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken by USDOL or Georgia DOL. Vendor shall deliver to the buyer a written, notarized affirmation that vendor complies with the above requirements. If vendor fails to comply with any requirement of this provision buyer may terminate this PO for breach and, if so terminated, vendor shall be liable for damages.

24. Contracts with Natural Persons. Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of #23 above, and (c) has produced all forms of identification required by Buyer prior to the date vendor delivers goods or begins performing services under terms of the PO.

25. Timing. Time is of the essence in the performance of the services by Vendor.

26. Record Keeping. Vendor will maintain, during the performance of the services and for a period of three (3) years thereafter, accurate and complete financial records, including related to charges, costs, disbursements, and expenses.

ATTACHMENT B - Questions and Bid Submission Form

GFVGA Request for Proposal: Georgia Grown Pavilion Design and Installation

Company Name submitting bid: _____

Primary Point of Contact: _____

Position or Title: _____

Contact Phone: _____ Email: _____

MANDATORY QUESTIONS:

1. Has your company been in business for at least 5 years? _____ YES _____ NO
2. Does your company have at least five years of experience in exhibit design and installation for state pavilion of 1500 square feet or larger? _____ YES _____ NO
3. Did you attach 5 references for pavilions you designed and installed at trade shows, with two of those references being State Departments of Agriculture preferred? _____ YES _____ NO
4. Did you attach proof of liability and workers comp insurance? _____ YES _____ NO
5. Is your company able to secure a performance bond for the full amount for which you have submitted a quote? _____ YES _____ NO
6. Does your company understand this proposal does not provide for any deposit, installments or advancement payment? _____ YES _____ NO
90% of payment for the awarded contract will be made on October 17, 2019.
Remaining 10% of the awarded contract will be paid upon satisfactory completion of the project on October 23, 2019.

NON-MANDATORY QUESTIONS:

7. Has your company ever been bankrupt or had 'non-performance' of services suit filed against the company? _____ YES _____ NO
(If yes, please explain in attachments)

PRICE submitted for Georgia GROWN PAVILION 2019 in Anaheim, CA \$ _____
Additional pricing detail should be provided on next page.

By signature below, offeror acknowledges this bid will comply with all requirements described in this RFP, including general concept, design and installation requirements, and the Purchase Order Terms and Conditions as outlined.

SIGNED: _____

DATE: _____

Provide pricing detail for each component as noted below. This is detailed information provided in

Section 3. Scope of Work.

PRICE SUBMITTED

- 1. PRODUCTION FOR RENTAL:** \$ _____
- The full Georgia Grown Pavilion totals 2800 square feet, however 1200 square feet will not require design and installation services under this contract. Per ATTACHMENT C Booths 3223 and 3231 will be installed by the individual exhibitors (ProDew, and Durand Wayland) for those spaces. The offering for this RFP includes a custom pavilion consisting of various exhibit spaces (hard wall, islands and pipe/drape) totaling 1600 square feet including the following:
- 8 – 10' X 10' exhibit spaces each with one counter, lights, seamless graphic back wall
 - 3 – 10' X 20' exhibit space with two counters, lights, and seamless fabric back wall
 - 1 – 10' X 20' exhibit space with pipe drape, 6' draped table, 2 chairs (Booth # 3454/3456).
- 2. FURNITURE & FLOOR COVERING:** \$ _____
- A. Standard Furniture:
- For every 100 sq. feet display space (including islands) the exhibitor will receive a 1M X .5 M X 1M high reception counter, choice of tables and chairs or counter stools, waste basket, seamless back wall graphic, and lights. (except booth 3454/3456)
- B. Floor Covering
- 1600 square feet of custom light green carpet
 - 1600 square feet of carpet pad
- 3. ADDITIONAL SERVICES:** \$ _____
- All inline exhibits will have a continuous graphic custom digital back wall (no seams)
 - One Georgia Grown 8' X 50' hanging sign over island 3449.
- 4. ADDITIONAL SERVICES: (NON-TAXABLE)** \$ _____
- Nightly vacuuming and trash removal for duration of show
 - All electrical service for lights only
 - All electrical labor for lights only
 - Rigging of all Georgia hanging signs (1 – 50' over 3449)
- 5. INSTALLATION & DISMANTLING: (NON-TAXABLE)** \$ _____
- Labor to install and dismantle rental booth equipment is included. Labor schedule subject to change as may be dictated by actual on site conditions. During the installation and prior to show opening, offeror must have a senior manager on the show floor at all times to address any concerns, needs, change orders, etc. required for the Georgia Grown Pavilion management. During the show days, October 18-19, 2019 offeror must have a staff person available to assist with any issues or problems that may arise.
- 6. TRANSPORTATION: (NON-TAXABLE)** \$ _____
- NOTE: Drayage charges for client product, literature, and any non Bidder rental properties, will be invoiced to client at published show rates. Client to arrange for transportation of product.

For clarification: client pays for all materials that they ship into the convention center such as literature, product, etc. and Offeror pays for any materials that they provide for the exhibit, to be shipped into the convention center. Drayage (transportation from the receiving dock to the booth space) will be billed in the same manner.

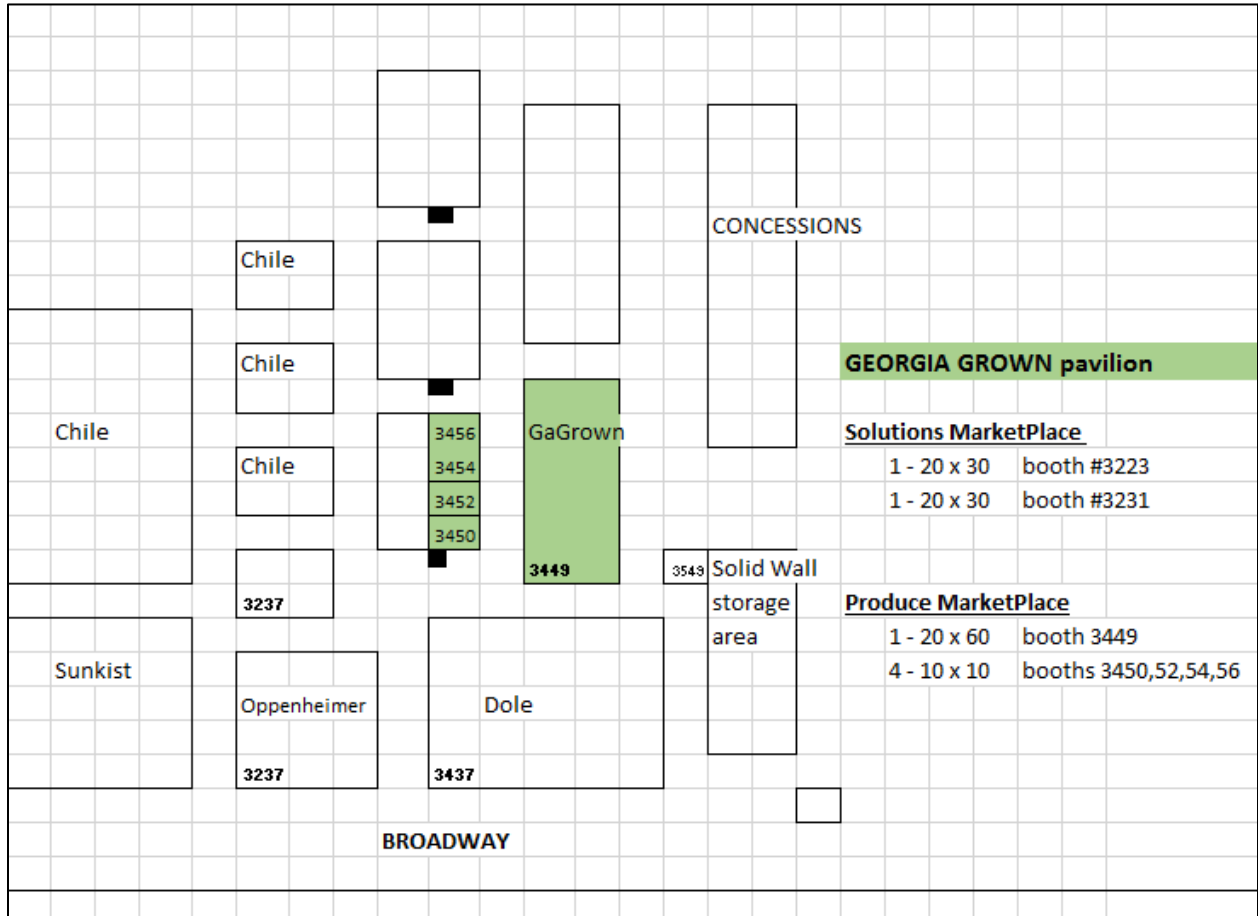
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TOTAL BID for Design and Installation of Georgia GROWN Pavilion \$ _____

(should match Price Submitted on Page 1)

ATTACHMENT C

FLOOR PLAN OF Georgia Grown pavilion.



ATTACHMENT D

**E-VERIFY CERTIFICATION
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor/sub-contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Georgia Fruit and Vegetable Growers Association has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor/subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor/subcontractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201_ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____ 201

NOTARY PUBLIC

My Commission Expires:
