



STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

May 21, 2018

With this sheet you have received solicitation documents for the **following**:

Solicitation Number: **DHSMV-ITB-050-18**

Title of Bid (items solicited): **Hotel Lodging and Accommodations**

Commodity Code(s): **90110000: Hotels and Lodging and Meeting Facilities**
90111800: Hotel Rooms
90111500: Hotels and Motels and Inns
90111501: Hotels

Date and Time Bids are Due: **June 11, 2018, no later than 3:00 p.m., EST**



Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Room B412, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524

It is important that Bidders monitor the Vendor Bid System (VBS) for any changes to this solicitation. It is the responsibility of the Bidder to check the VBS for new or changing information.

To receive information on DHSMV solicitations 24 hours a day, 7 days a week, visit the Vendor Bid System at http://vbs.dms.state.fl.us/vbs/search.criteria_form

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Forms and Exhibits:

- FORM 1 – BIDDER CONTACT INFORMATION
- FORM 2 – BIDDER QUALIFICATION QUESTIONS
- FORM 3 – PRICE SHEET
- FORM 4 – ROOM AVAILABILITY CALENDAR
- Exhibit 1 – Monthly MBE DV Report

SOLICITATION INTRODUCTION

Listed below are important things to keep in mind when responding to a solicitation for the Florida Department of Highway Safety and Motor Vehicles.

- A. Read the entire document.** Note critical items such as: mandatory requirements; bond(s) requirements (bid, performance and/or damages); sample(s) required; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; and contract requirements (e.g., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
- B. Note the Procurement Officer's name, address, phone number(s) and e-mail address.** This is the only person you are allowed to communicate with regarding the solicitation and is an excellent source of information for any questions you may have.
- C. Attend the pre-bid conference, if one is scheduled.** See Section 2.4 CALENDAR OF EVENTS. Pre-bid conferences are scheduled as-needed.
- D. Take advantage of the “question and answer” period.** Submit your questions to the Procurement Officer by the due date listed in Section 2.4 CALENDAR OF EVENTS, and view the answers given in the formal “addenda” issued for the solicitation. Also see Section 2.6 ADDENDA.
- E. Follow the format required in the Solicitation** when preparing your bid submittal. Provide point-by-point responses to the required sections in a clear and concise manner and do not skip or miss sections.
- F. Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee (if applicable) will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The bids are reviewed based solely on the information and materials provided in your bid submittal.
- G. Use the forms provided.** For example: Certification forms; Price Bid forms; Savings/Discount/Price Reduction; Customer References; etc., if any are included in this solicitation.
- H. Review and read the solicitation document again** to make sure that you have addressed all requirements. Your original bid submittal and the requested copies must be identical and be complete. At least one copy must bear an original signature.
- I. Submit your bid submittal on time.** Note all of the dates and times listed in the Calendar of Events and within the document, and be sure to submit all required items on time. Faxed, emailed or late bid submittals are never accepted.

1.0 PURPOSE AND GENERAL OVERVIEW

1.1 PURPOSE

The Department of Highway Safety and Motor Vehicles (Department) is issuing this Invitation to Bid (ITB) to obtain competitive bids from one (1) or more Vendors to provide hotel lodging and accommodations, as specified in Section 3.2 TECHNICAL SPECIFICATIONS.

1.2 DEFINITIONS

- A. **Authorized Representative:** The owner, corporate officer, or director of the Contractor authorized to legally bind it in a contractual obligation. A document establishing delegated authority must be included with the bid submission, if signed by other than the Authorized Representative.
- B. **Bid:** All information and materials submitted by a memorializing bidder in response to this solicitation.
- C. **Contract:** A written agreement (contract and/or purchase order) memorializing the terms and conditions of the purchase that may result from this ITB. The terms “contract” and “purchase order” are intended to be used interchangeably herein. (NOTE: Whether a two-party signed contract is required in addition to issuance of a purchase order will depend upon the amount and nature of the purchase.)
- D. **Contractor:** The bidder who is awarded a contract by the Department as a result of this solicitation. (Where capitalized (other than as the first word in a sentence), contractor refers to the contractor selected for award.)
- E. **ITB:** Invitation to Bid.
- F. **Number of Verbs or Nouns:** Throughout this solicitation, the singular may be read as the plural and the plural as the singular.
- G. **Purchase Order:** The purchasing document memorializing and/or incorporating the terms and conditions of the purchase issued by the Department via the eProcurement system. See PUR Form 1000, paragraph 2. (Note: Although the terms “purchase order” and “contract” are intended to be utilized interchangeably herein, a purchase order is not “signed” by the parties.)
- H. **State:** State shall be synonymous with the Department of Highway Safety and Motor Vehicles.
- I. **Vendor:** Any firm or person who submits a bid to the Department in response to this solicitation. (NOTE: The terms “Bidder,” “Vendor” and “Contractor” may be utilized herein interchangeably. Where capitalized (other than as the first word in a sentence), vendor refers to the vendor selected for award.)

Also see links provided in this solicitation for additional definitions in PUR 1000, Paragraph 1, and PUR 1001, Paragraph 1.

1.3 PROCUREMENT OFFICER

The Procurement Officer, acting on the behalf of the Department, is the sole point-of-contact with regard to all procurement matters relating to this solicitation. All questions and requests for clarification are to be directed to:

Shelrine Berry, Purchasing Specialist
Bureau of Purchasing and Contracts
Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Room B412, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524
850-617-3187
sherryberry@flhsmv.gov

Subsection 287.057(23), Florida Statutes (Fla. Stat.), requires that “Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting of the Notice of Intended Award (excluding Saturdays, Sundays, and state holidays), any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.”

1.4 TERM

The contract term shall be for a period of eight (8) months from the date of issuance of the purchase order, unless terminated earlier by the Department under the terms provided herein, with no option to renew.

The Department will issue a purchase order to the successful Bidder in order to enter the purchase into the state’s accounting and purchasing systems.

2.0 ITB PROCESS OVERVIEW

2.1 GENERAL OVERVIEW

The ITB is a method of competitively soliciting a commodity or contractual service under Section 287.057(1)(a) Fla. Stat., and awarding a contract to the bidder submitting the lowest (cost) responsive and responsible bid. The Department posts an ITB on the Vendor Bid System (VBS) to initiate the process.

2.2 BIDDER QUESTIONS

Questions related to this ITB must be received in writing, via email, by the Procurement Officer listed in Section 1.3 PROCUREMENT OFFICER above, within the time indicated in Section 2.4 CALENDAR OF EVENTS. **Questions must reference DHSMV-ITB-050-018 in the subject line of the e-mail.**

Responses to questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in Section 2.4 CALENDAR OF EVENTS. Also see Section 2.6 ADDENDA.

Note: The Department reserves the right to respond to late-submitted questions if to do so is in the state’s best interest (e.g., the question identifies inconsistent terms that could negatively impact service delivery or pricing).

2.3 BID OPENING

The Department will hold a public opening of the bids at the date, time and location indicated in Section 2.4 CALENDAR OF EVENTS. Only the name of the vendor(s) who timely submitted a bid on or before the due date will be provided during the bid opening. No pricing or other information contained in the bids received by the Department will be disseminated.

2.4 CALENDAR OF EVENTS

The table below contains the Calendar of Events for this solicitation. Bidders should become familiar with the Calendar of Events. The dates and times within the Calendar of Events may be subject to change. It is the bidder’s responsibility to check for any changes. All changes to the Calendar of Events will be through an addendum to the solicitation. Bidders are responsible for submitting all required documentation by the dates and times indicated below (Eastern Standard Time). The Department will not consider late documents.

DATE	TIME	ACTIVITY
May 21, 2018		Solicitation issued.
May 29, 2018	3:00 p.m.	All questions must be submitted in writing to the Procurement Officer. (See, Section 2.2 BIDDER QUESTIONS
June 4, 2018		<u>Anticipated</u> date that responses to written inquiries and proposed changes, if required, will be posted on the VBS.
June 11, 2018	3:00 p.m.	Bids are due.
June 11, 2018	3:30 p.m.	Public Bid Opening <u>Location</u> Florida Department of Highway Safety and Motor Vehicles Bureau of Purchasing and Contracts 2900 Apalachee Parkway, MS 31 Tallahassee, Florida 32399
June 18, 2018		<u>Anticipated</u> date of posting of intent to award.
June 28, 2018		<u>Anticipated</u> purchase order issuance.

2.5 PROTEST OF TERMS, CONDITIONS AND SPECIFICATIONS

With respect to a protest of the terms, conditions, or specifications contained in this solicitation, including any provisions governing the methods of awarding contracts, or modifying or amending any contract, a notice of intent to protest shall be filed in writing **within** seventy-two (72) hours after the posting of the solicitation. (See, section 120.57(3), Fla. Stat.) For purposes of this provision, the term “the solicitation” includes this ITB, any addendum, response to written questions, clarification or other document concerning the terms, conditions, or specifications of the solicitation.

2.6 ADDENDA

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, it will be posted on the Vendor Bid System at:

http://vbs.dms.state.fl.us/vbs/search.criteria_form

Written answers to questions received by the Department will become part of this solicitation. It is the responsibility of the bidder to check the VBS for new or changing information.

2.7 DISCLOSURE OF BID CONTENTS

All documentation produced as part of the ITB will become the exclusive property of the Department and will not be returned to the bidder unless it is withdrawn prior to the bid opening in accordance with Section 2.8 MODIFICATION OR WITHDRAWAL OF BID.

The Department shall have the right to use any and all ideas or adaptations of ideas contained in any bid received in response to this solicitation. Selection or rejection of the bid will not affect this right.

2.8 MODIFICATION OR WITHDRAWAL OF BID

Bidders may modify a bid at any time prior to the bid due date by sending the modified bid submittal to the Procurement Officer. A bid may be withdrawn by notifying the Procurement Officer in writing before the bid opening.

2.9 DIVERSITY

The Department is dedicated to fostering the continued development and economic growth of minority, veteran, and women-owned businesses. Participation of a diverse group of bidders doing business with the state is central to the Department's efforts. To this end, small minority, veteran-owned, and women-owned business enterprises are encouraged to participate in the state's procurement process as both prime bidders and subcontractors under prime contracts.

The state of Florida's Office of Supplier Diversity may be reached at 850-487-0915 and can assist in furnishing names of qualified minorities for subcontracting activities under prime contracts. (See Section 3.4 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT)

2.10 NON – EXCLUSIVE RIGHTS

The right to provide the commodities or services, which will be granted under the resultant Contract shall not be exclusive. The Department reserves the right to contract for and purchase commodities or services from as many firms as it deems necessary without infringing upon or terminating the resultant contract.

2.11 BID TENURE

All bids are binding for one hundred eighty (180) days following the bid opening date.

2.12 ACCESSIBILITY FOR DISABLED PERSONS

If special accommodations are needed to attend any solicitation-related event open to the public, please advise the Bureau of Purchasing and Contracts at 850-617-3203 no later than five (5) business days prior to the event.

2.13 SOLICITATION CONFLICTS AND ORDER OF PRECEDENCE

All bids are subject to the terms and conditions of this ITB which, in case of conflict, shall have the following order of precedence:

- A. Addenda, in reverse order of issuance;
- B. Invitation to Bid, including attachments;
- C. General Contract Conditions (PUR 1000) (Section 8.1 GENERAL CONTRACT CONDITIONS (PUR1000)); and
- D. General Instructions to Respondents (PUR 1001) (Section 4.1 INTRODUCTION).

3.0 SCOPE OF SERVICES

3.1 GENERAL DESCRIPTION OF SERVICES

The Department is seeking one (1) or more vendors to provide hotel lodging and accommodations, as specified in Section 3.2 TECHNICAL SPECIFICATIONS. The Department anticipates that hotel lodging and accommodations will be needed for each date between July 12, 2018, through August 31, 2018, at a minimum. The Department may also need additional hotel lodging and accommodations in September and October 2018, as well.

Note: By submitting a bid in response to this ITB, vendors will be under no obligation to hold or reserve available rooms on behalf of the Department prior to the issuance of a Purchase Order by the Department.

3.2 TECHNICAL SPECIFICATIONS

- A. The specifications for hotel lodging and accommodations are indicated below:
 - 1. Upon accepting reservations made by the Department, Contractor(s) shall provide lodging and accommodations with a physical location in Gadsden County, Florida.
 - 2. The Contractor(s) shall provide up to twenty-five (25) double-occupancy hotel rooms to accommodate an estimated fifty (50) guests. The Department will provide a final room count within seven (7) days prior to the respective check-in date. If the Contractor is unable to provide up to twenty-five (25) double-occupancy hotel rooms for any given date(s), the Department reserves the right to make reservations with another Contractor, or to seek hotel lodging and accommodations from another supplier or source if it is determined to be in the Department's best interest.
 - 3. Guests shall be permitted to check-in at or before 2:00 p.m., EST, and shall not be required to check-out earlier than 12:00 p.m., EST.

4. Room:

The Contractor shall provide rooms that include the following basic amenities:

- a. Double-occupancy to include two (2) queen size beds;
- b. Working air conditioning;
- c. Smoke-free;
- d. Alarm clock/radio.
- e. Coffee Maker;
- f. Television;
- g. Telephone;
- h. Free High-Speed Internet/Wi-Fi; and
- i. Shower/tub combination;

Optional amenities (provided at no additional cost):

- a. Mini Fridge;
- b. Microwave;
- c. Blow dryer;
- d. Iron and ironing board; and
- e. Safe.

5. Daily Housekeeping:

In addition to cleaning the room daily, housekeeping staff shall provide, **at a minimum**, two (2) clean towels, two (2) wash cloths, two (2) hand towels, and provide clean bed sheets **each day**, unless requested less frequently by the guest.

6. Laundry Facility:

The Contractor shall provide a coin-operated laundry facility at its location to include, at a minimum, working washers and dryers, and the ability to purchase laundry supplies (e.g., laundry detergent, fabric softener, etc.). The laundry facility must be available until at least midnight, each night.

7. Parking:

The Contractor shall provide free parking to accommodate up to three (3) buses.

8. Breakfast:

The Contractor shall provide free, hot breakfast each morning, beginning no later than 7:00 a.m.

9. Other Services:

- a. The Contractor shall provide 24-hour front desk service.
- b. The Contractor shall make an ice machine available to all guests.
- c. The Contractor shall allow for cancellations (per room), free of charge, up to 24 hours prior to the check-in date.

- d. Each guest shall be provided with a key card, or equivalent, for room access upon check-in. The Contractor shall replace lost or stolen key cards at no charge to the Department.

B. Estimated Quantities

Quantities are estimated and for informational purposes only and should not be construed as representing actual, guaranteed, or minimum purchases to be made under a contract.

The Contractor should be prepared, therefore, to provide for increased or decreased quantities during the contract period.

C. Rates and Room Availability

1. Contractor shall provide hotel lodging and accommodations at or below the firm, fixed rates provided in FORM 3 – PRICE SHEET of the Contractor’s bid.
2. In accordance with Section 6.1 BASIS OF AWARD, up to three (3) Contractors will be awarded for each type of rate included in FORM 3 – Price Sheet. The three (3) rate types are as follows:
 - Weekday Rate (applies Mon.-Thurs.)
 - Weekend Rate (applies Fri.-Sun.),
 - Special Event Rate
3. The Special Event Rate shall only apply to weekday or weekend nights when holidays, sporting events, or other local events or activities increase the demand, and therefore, rates, for all hotels within the local area. The Department will determine, in its sole judgment, whether the Special Event Rate applies. When it does apply, the Department may attempt to make reservations with a Contractor, in order of priority, that will honor its weekend or weekday night rate, if such rate is lower than the rate awarded to the primary Special Event Rate Contractor.” In the event that no Contractor is able or willing to honor its weekday or weekend night rate, the Department will attempt to make reservations with a Contractor, in order of priority, awarded the Special Event Rate.
4. Based on the contract awards made in accordance with Section 6.1 BASIS OF AWARD, the Department will first attempt to make reservations with the primary Contractor for each rate type. In the event that the primary Contractor cannot provide hotel rooms for a specific date, or concurrent dates, the Department will attempt to book hotel rooms with the secondary Contractor. If the secondary Contractor cannot provide hotel rooms, the Department will attempt to book hotel rooms with the tertiary Contractor.

D. Reservation Process

The Contractor shall have the ability to accept reservation requests from the Department by telephone, email or other form of communication acceptable to both parties and approved in writing by the Department’s Contract Manager. The Contractor shall have twenty-four (24) hours to accept or deny any reservation request issued by the Department. If the Contractor does not accept the reservation within this timeframe, the Department may make reservations with another Contractor. If the reservation is accepted by the Contractor, the Contractor shall send a reservation confirmation in writing to the Department’s Contract Manager within the timeframe specified in this section.

3.3 SILENCE OF SPECIFICATIONS

The apparent silence of specifications included herein on any details, or the omission from them of a detailed description, concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of best quality are to be used. All interpretations of the contract shall be made upon the basis of this statement.

3.4 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT

The Contractor shall provide to the Department a monthly Minority and Service-Disabled Veteran Business Enterprise Report (see subsection A., below). The monthly report shall summarize the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers performing any services related to the contract for the current month.

- A. The Contractor shall complete and submit Exhibit I, Monthly Minority and Service-Disabled Veteran Business Report, by the 5th day of the following month (or next business day if the 5th day is on a weekend day or holiday) to the following Department email address:

bpcreporting@flhsmv.gov

Note the subject line of the e-mail with: Monthly MBE DV Report

- B. Should the Contractor utilize subcontractors/material suppliers meeting the criteria in this section, but have nothing to report for the month (for whatever reason), the Contractor shall still send an e-mail to the address identified above stating that there is no information to report for the previous month.
- C. Should the Contractor not utilize subcontractors/material suppliers meeting the criteria in this section, the Contractor shall provide a letter to the email address noted above, on Contractor letterhead, indicating that this reporting requirement does not apply. If this changes, however, at any time during the contract term, the Contractor shall immediately implement the reporting requirements of this section.

3.5 ADDITIONS/DELETIONS

The Department reserves the right to delete any item from the contract, when deemed to be in the state's best interest or when agency mission requirements dictate. It also reserves the right to add any item within the scope of the contract. Pricing shall be comparable to the amounts paid under the contract. These additions or deletions will be incorporated via an amendment to the contract or via change order, as applicable.

3.6 DEPARTMENT RESPONSIBILITIES

The Department will provide technical support and assistance to the Contractor within the resources available to the Department to assist the Contractor in meeting the requirements of this Contract. The support and assistance, or lack thereof, shall not relieve the Contractor from full performance of all contract requirements.

3.7 DELIVERABLES

The Contractor shall provide all deliverables in accordance with Table 1, Deliverable Schedule, below. Deliverables must be approved by the Department’s Contract Manager prior to payment. Deliverable due dates may be changed upon prior written approval of the Department.

TABLE 1 DELIVERABLE SCHEDULE		
	DELIVERABLE	DUE DATE
A.	DOUBLE-OCCUPANCY ROOMS	EACH DATE, AS BOOKED BY THE DEPARTMENT

3.8 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

The Department has developed the following Performance Standards which shall be met by the Contractor in performance and delivery of services. The Department reserves the right to impose the liquidated damages indicated below upon the Contractor for failure to comply with the performance standard requirements as set forth in the chart below.

TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES		
	PERFORMANCE STANDARD REQUIREMENT	LIQUIDATED DAMAGES TO BE IMPOSED
A.	The Contractor shall provide hotel rooms as described in Section 3.2 TECHNICAL SPECIFICATIONS.	\$25.00, per room, for each day that the room is not provided to the Department.
B.	The Contractor shall provide breakfast to each guest as described in Section 3.2 TECHNICAL SPECIFICATIONS.	\$5.00, per guest, for each day breakfast is not provided to the guest.
C.	The Contractor shall provide parking for buses as described in Section 3.2 TECHNICAL SPECIFICATIONS.	\$15.00, per vehicle, for each day parking is not provided to the Department.
D.	The Contractor shall provide a laundry facility as described in Section 3.2 TECHNICAL SPECIFICATIONS.	\$20.00 for each incident in which the laundry facility or laundry supplies are not available to the guest.

3.9 MONITORING

The Department’s Contract Manager or designated Department staff will perform monitoring during the term of the contract to determine if the Contractor has met each Performance Standard identified in Section 3.8 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES. Monitoring shall include review of compliance with contract service delivery and review of all contract

requirements. Contractor shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Contractor which are relevant to the contract.

If the Department determines that the Contractor has failed to meet a Performance Standard, the Contractor will be sent a formal contract communication in accordance with Section 3.11 COMMUNICATIONS. When issues of non-compliance are identified, the Contractor shall, if requested by the Department, submit a written Corrective Action Plan (CAP) as indicated in Section 3.10 CORRECTIVE ACTION PLAN (CAP), below. NOTE: The Department is not required to request a CAP prior to assessing Liquidated Damages for failure to meet any Performance Standard.

3.10 CORRECTIVE ACTION PLAN (CAP)

- A. If the Department determines that the Contractor is out-of-compliance (i.e., has failed to perform or satisfactorily perform) with any of the provisions of the contract, the Department shall notify the Contractor of the compliance issue(s) in writing.
- B. Depending upon the nature of the deficiency(ies) noted, the Department will either indicate that the Contractor is out-of-compliance and the Department is assessing liquidated damages, or the Department may require the Contractor to respond by submitting a Corrective Action Plan (CAP) within a specified time frame.
- C. A CAP is an opportunity for the Contractor to address and resolve deficiencies without the Department immediately invoking more serious remedies, up to and including contract termination. In determining whether to permit the Contractor to submit a CAP, the Department will consider the nature of the deficiency(ies), whether the Department would or could be adversely affected in any way by allowing additional time for correction, and the likelihood for successful correction by the Contractor.
- D. The CAP shall be timely submitted to the Department's Contract Manager who will review the CAP and:
 - 1. Determine whether the steps to be taken and timeline for each step will likely resolve the deficiency(ies) to the Department's satisfaction and approve the CAP, in writing, for implementation by the Contractor; or
 - 2. Determine that the steps to be taken and/or timelines indicated will not likely resolve the deficiency(ies) to the Department's satisfaction and reject the CAP.
- E. If the Contract Manager rejects the Contractor's CAP, the reasons for rejection shall be provided in writing to the Contractor who shall have five (5) business days from receipt of the Department's rejection notice to correct/change the CAP and resubmit it. If the resubmitted CAP is similarly rejected, the Contractor shall be deemed in breach of the contract and liquidated damages of one hundred dollars (\$100.00) per day shall be imposed for each day a satisfactory CAP is not submitted to the Department.
- F. The Contractor shall implement the CAP only after receiving written approval from the Department's Contract Manager or other designated Department personnel.
- G. If the Contractor does not meet the plan for resolving deficiencies established in the CAP to the Department's satisfaction, either by not resolving all deficiencies identified or by not

resolving all deficiencies within the stated time frame(s), the Contractor shall be in breach of the contract and shall be subject to liquidated damages.

- H. Except where otherwise specified, liquidated damages of one hundred dollars (\$100.00) per day will be imposed on the Contractor for each day that the approved CAP is not implemented to the satisfaction of the Department.

3.11 COMMUNICATIONS

Contract communications will be in three forms: routine, informal and formal. For the purposes of the Contract, the following definitions shall apply:

Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within fifteen (15) calendar days of receipt.

Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within ten (10) calendar days of receipt.

Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, or contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

The only personnel authorized to use formal contract communications are the Department's Contract Manager, Contract Administrator, and the Contractor's CEO or the individual identified for contractual purposes on FORM 1 – BIDDER CONTACT INFORMATION. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

In addition to the personnel identified above, personnel authorized to use informal contract communications include any other persons so designated in writing by the parties.

If there is an urgent administrative problem, the Department shall make contact with the Contractor and the Contractor shall verbally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall verbally respond to the Contract Manager within forty-eight (48) hours.

The Contractor acknowledges that records and documents related to Contractor's service delivery are public records as provided under Chapter 119, Fla. Stat.

The Contractor shall respond to all communications by facsimile, email, or hard copy mail.

A date/numbering system shall be utilized for tracking of formal communications.

4.0 BID INSTRUCTIONS

4.1 INTRODUCTION

This section contains the General Instructions to Respondents and Special Instructions. The General Instructions to Respondents (PUR 1001) are incorporated by reference and can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

The following sections of the PUR 1001 are not applicable:

- A. Section 3. Electronic Submission of Responses
Bid submittals shall be submitted in accordance with Section 5. Bid Submission Instructions of this solicitation.
- B. Section 4. Terms and Conditions
Terms and Conditions shall be in accordance with this ITB and resultant contract/purchase order.
- C. Section 5. Questions
Questions shall be submitted in accordance with Section 2.2 BIDDER QUESTIONS of this solicitation.

Special Instructions for this ITB are in the sections below starting with Section 4.2 BIDDER QUALIFICATION QUESTIONS and ending with Section 4.12 SUBCONTRACTS.

In the event any conflict exists between the Special Instructions and General Instructions to Respondents, the Special Instructions shall prevail.

4.2 BIDDER QUALIFICATION QUESTIONS

Bidders will submit a Yes/No response to the Bidder Qualification Questions on Form 2 attached hereto and made a part of the ITB, which must be submitted with the bidder's bid submittal. An answer of "no" to any question may result in rejection of the bid.

The Department reserves the right to verify the bidder's status for each of the Qualification Questions.

4.3 MYFLORIDAMARKETPLACE TRANSACTION FEE

The Florida Department of Management Services (DMS) has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to subsection 287.057(22), Fla. Stat., all payments shall be assessed a Transaction Fee (see, statutory section for fee amount), which the Contractor shall pay to the state, unless exempt pursuant to Rule 60A-1.031, Florida Administrative Code (F.A.C.).

For payments within the state accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2),

F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the state or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering recprocurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

4.4 MYFLORIDAMARKETPLACE REGISTRATION

Each bidder doing business with the state of Florida for the sale of commodities or contractual services as defined in section 287.012, Fla. Stat., shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.033, F.A.C.

Also, an agency must not enter into an agreement for the sale of commodities or contractual services, as defined in section 287.012, Fla. Stat., with any prospective contractor not registered in the MyFloridaMarketPlace system, unless exempted by rule. A contractor not currently registered in the MyFloridaMarketPlace system must do so within five (5) days after posting of intent to award. Information regarding the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link available under BUSINESS at www.myflorida.com). Prospective Contractors who do not have internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from the Division State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

4.5 PREFERRED PRICING COMPLIANCE

In accordance with Section 216.0113, Fla. Stat., the Contractor is required to submit, at least once during each year of the contract, an Affidavit from an authorized representative of the Contractor attesting that the Contractor is in compliance with PUR 1000 General Contract Conditions, Section 4.(b), Best Pricing Offer. Contractor's failure to comply with this section may be grounds for terminating the contract, at the Department's sole discretion. The Department shall distribute the Affidavit form to be used by the Contractor during each remaining year of the contract, as applicable.

4.6 FLORIDA DEPARTMENT OF STATE REGISTRATION

Pursuant to Section 607.1501, Fla. Stat., out-of-state corporations are required to obtain a Florida Certificate of Authorization pursuant to Section 607.1503(1), Fla. Stat., from the Florida Department of State, Division of Corporations, to transact business in the state of Florida. The bidder agrees to attain such authorization, if applicable, within seven (7) business days of notice of award, should the bidder be awarded the contract/purchase order. Website: www.sunbiz.org

4.7 FLORIDA SUBSTITUTE FORM W-9 PROCESS

Contractors *must* register and complete an electronic Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information contractors provide on the Form W-9. For

instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

Foreign Contractors, please visit:

<https://flvendor.myfloridacfo.com/ForeignVendors.pdf>

If not already on file, the awarded bidder (if this solicitation results in an award), must have completed this process within seven (7) business days of notice of award.

4.8 PRICE SHEET INSTRUCTIONS

The bidder must submit FORM 3 – PRICE SHEET (attached) to be considered for award.

- A. The bidder shall provide a price per night for a weekday rate (Mon.–Thurs.), a weekend rate (Fri.–Sun.), and a special event rate in the appropriate cells within Table 1. Failure to provide a price in a cell may deem the price sheet non-responsive.
- B. The bidder shall use legible handwriting, if applicable, when completing the price sheet(s).
- C. All price sheet calculations will be verified for accuracy by the Department. If mathematical error(s) in a bidder’s price sheet calculations are identified, unit prices submitted by the bidder will be used to determine the total price for that bidder.

Price(s) will be final based on Department verification. Department corrected price sheets will be made available upon written request to the bidder.

- D. The Department will not agree to any qualifying language, conditions, caveat(s), or modification(s) for pricing within FORM 3 – PRICE SHEET. Bid submittals that include qualifying language, conditions, caveat(s), or modification(s) for pricing will be viewed as a conditional bid and the Department will reject the bidders’ bid submittal.

4.9 MANDATORY REQUIREMENTS

The Department has established certain mandatory requirements which must be included as part of any bid. The use of the terms “shall”, “must”, or “will” (except to indicate simple futurity) in this solicitation indicates a mandatory requirement or condition.

The words “should” or “may” in this solicitation indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not itself cause rejection of a bid.

4.10 MINOR BID EXCEPTIONS

The Department reserves the right to waive minor deviations or exceptions in bids providing such actions are in the best interest of the state of Florida and the Department. Minor deviations/exceptions are defined as those that have no adverse effect upon the state’s interest and would not affect the outcome of the award by giving a bidder an advantage or benefit not enjoyed by other bidders.

4.11 NON-RESPONSIVE BIDS, NON-RESPONSIBLE BIDDERS

Bids which do not conform in all material respects to the requirements of this solicitation or which fail to provide all required information, documents, or materials will be rejected as non-responsive.

Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of bids are impossible, or those which affect the competitiveness of bids, or the cost to the Department.

Bidders whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the resulting contract may be rejected as non-responsible. The Department reserves the right to determine which bids meet the material requirements of the solicitation, and which bidders are responsible.

“Responsible” or “Qualified Bidder” means a person or firm with the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in bid submittal to a condition of a bid requiring such information may be cause for rejection of the bid.

Bid submittals will be considered only from bidders who are regularly engaged in the type of service/products/business that is the subject of this solicitation, are financially responsible, and have the necessary equipment and personnel to provide the services and goods required by the solicitation.

4.12 SUBCONTRACTS

No subcontracting will be permitted for the services identified in Section 3.0 SCOPE OF SERVICES.

5.0 BID SUBMISSION INSTRUCTIONS

5.1 BID SUBMISSION CONTENTS

Bids shall be prepared simply and economically, providing a straightforward, concise delineation of the bidder’s capabilities to satisfy the requirements of this ITB. Fancy bindings, colored displays, and promotional material are not desired. The emphasis of each bid shall be on completeness and clarity of content. Bids are to be organized in sections as directed below. The bid forms furnished with this ITB must be submitted with the bid and are to be filled out in pen and ink or typewritten with no alterations, changes, or amendments made within. All forms must be signed and dated by the bidder’s Authorized Representative (see Section 1.2 DEFINITIONS, Item A.).

The entire bid packet with all forms and documents required shall be referred to as the bidder’s “bid submittal.”

The bidder shall organize its bid submittal contents as follows:

Tab 1 A cover letter on the bidder’s letterhead with the following information

- Company Name and Gadsden County location of the bidder
- Federal Employer Identification (FEID) Number
- Document establishing delegated authority if the individual signing and submitting a bid on the bidder’s behalf is someone other than one of the officer(s)/director(s) identified in the Department of State, Division of Corporations records at: <http://www.sunbiz.org>. (See, Section 4.6 FLORIDA DEPARTMENT OF STATE REGISTRATION.)

Tab 2 Mandatory forms to be completed, signed and included with the bid:

FORM 1 – BIDDER CONTACT INFORMATION
FORM 2 – BIDDER QUALIFICATION QUESTIONS
FORM 3 – PRICE SHEET
FORM 4 – ROOM AVAILABILITY CALENDAR
Signed Addendum(s) (if required)

Completed forms must be included in the bidder’s bid submittal. If any item is missing or incomplete, the bid submittal will be deemed non-responsive.

5.2 BID SUBMISSION

The bidder shall submit the following:

5.2.1 One (1) original hardcopy version of the bid submittal (marked “Original Bid”), with one (1) copy.

5.2.2 One (1) **REDACTED** hardcopy of the bid submittal (marked “Redacted Copy”), if applicable (see Section 5.5 **REDACTED SUBMISSIONS**).

Sealed packages to be delivered shall be clearly marked on the outside of the package with the solicitation number and company name.

Submitted hardcopies contained within the sealed packages shall be clearly marked with the bidder’s company name, and solicitation number.

5.3 DELIVERY OF BID SUBMITTAL

The bid shall be submitted to the Procurement Officer identified in Section 1.3 **PROCUREMENT OFFICER**, by or before the date and time indicated in Section 2.4 **CALENDAR OF EVENTS**. This is a mandatory requirement.

Offers by telegram, telephone, email, or facsimile will not be accepted. The Department will not consider late bids. Bidders are advised to examine their bids carefully and to ensure that the bid is delivered to the proper place no later than the time of the bid opening.

5.4 BID GUARANTEE

The Department will not require a bid guarantee for this solicitation.

5.5 REDACTED SUBMISSIONS

This subsection supplements Section 19 of the PUR 1001. If the bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Fla. Stat., the Florida Constitution or other authority, the bidder must mark the document as “Confidential” and simultaneously provide the Department with a separate redacted copy of its bid submittal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department’s solicitation name, number, and the bidder’s name on the cover, and shall be clearly titled “Redacted

Copy.” The Redacted Copy should only redact those portions of material that the bidder claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Fla. Stat., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the bidder such an assertion has been made. It is the bidder’s responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the bidder in a legal proceeding, the Department shall give the bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The bidder shall be responsible for defending its determination that the redacted portions of its bid submittal are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the bidder’s determination that the redacted portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

6.0 AWARD METHODOLOGY

6.1 BASIS OF AWARD

A. A Contract will be awarded to up to three (3) responsible and responsive bidders for each of the following rate types:

- Weekday Rate (Up to three (3) awarded bidders)
- Weekend Rate (Up to three (3) awarded bidders)
- Special Event Rate (Up to three (3) awarded bidders)

The bidder offering the lowest bid price for each rate type shall be awarded as the primary contractor for providing hotel rooms for that rate type, i.e., Weekday, Weekend, or Special Event. The second lowest bidder shall be awarded as the secondary contractor, and the third lowest bidder shall be awarded as the tertiary contractor for that rate type.

See section 3.2 TECHNICAL SPECIFICATIONS, subsection C. Rates and Room Availability, for more information about the process the Department will follow to reserve hotel rooms with the awarded vendors for each rate type.

B. The Department shall also consider the following mandatories in consideration of award:

1. Timely submission of the bidder’s bid submittal.
2. Submission of all mandatory information identified in Section 5.1 BID SUBMISSION CONTENTS.

C. The Department reserves the right to:

- award multiple contracts, for all or part of the work contemplated by this solicitation;
- divide the work among contractors by type of service or geographic area, or both;

- award a contract for less than the entire service area or less than all services encompassed by this solicitation, or both; and / or
 - reject all bids.
- D. The Department reserves the right to award as determined to be in the best interest of the state, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state.

6.2 POSTING OF AGENCY DECISION

The Department will post a Notice of Intent to Award, stating its intent to enter into one or more contracts with the contractor or contractors identified therein, on the VBS website http://vbs.dms.state.fl.us/vbs/main_menu.

If the Department decides to reject all bids, or take any other action permitted by law, it will post its notice at the same VBS website.

6.3 IDENTICAL BIDS

- A. When evaluating vendor responses to solicitations, if the Department is confronted with identical pricing from multiple vendors, the Department shall determine the order of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority):
1. The response is from a Florida-domiciled entity, as determined by the Department of State;
 2. If the response relates to manufactured commodities, the response provides for manufacturing such commodities within the state (in preference over any foreign manufacturer);
 3. If the response relates to manufactured commodities, the response provides for a foreign manufacturer that also has at least 200 employees working in the state (in preference over a foreign manufacturer with less than 200 employees working in the state); or
 4. The response certifies that a drug-free workplace has been implemented in accordance with Section 287.087, F.S.
- B. Section 287.057(11), F.S., states that “if two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise.”
- C. If subsections A and B fail to resolve the identical evaluations, the Department shall award the contract to the respondent whose response is deemed by the Department to be in the best interests of the State, considering factors such as prior performance on state contracts or other governmental contracts.

- D. In the event that the application of subsections A., B., and C. fails to resolve the identical evaluations, the Department shall determine the award by a means of random selection (e.g., a coin toss or drawing of numbers).

7.0 PROTESTS

7.1 TIME LIMITS FOR FILING PROTESTS

A notice of protest must be filed within seventy-two (72 hours) of the posting of the agency decision or solicitation. Any formal protest must be filed within ten (10) days of the filing of the notice of protest. A formal written protest is “filed” when **actually received** by the Department’s Agency Clerk.

7.2 BOND MUST ACCOMPANY PROTEST

When protesting a decision or intended decision (including a protest of the terms, conditions, and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent of the Department’s estimated contract amount (total for all years).

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

8.0 RESULTANT CONTRACT SPECIAL PROVISIONS

8.1 GENERAL CONTRACT CONDITIONS (PUR 1000)

The PUR 1000 is incorporated by reference and can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

8.2 CONTRACTUAL SUBMISSIONS

A bidder’s bid submittal to this solicitation shall be considered as the bidder’s formal offer. There will be no separate contract, nor any separate hotel or lodging agreement proposed by the vendor, other than the purchasing document issued by the Department (purchase order or contract), and any documents incorporated therein.

8.3 CONTRACTOR RESPONSIBILITY

The Department will consider the Contractor to be the sole point-of-contact with regard to contractual matters. The Contractor will assume sole responsibility for providing the commodities and services offered in its bid whether or not the Contractor is the supplier of said commodities and services or any component.

8.4 RESULTANT CONTRACT/PURCHASE ORDER DOCUMENTS AND ORDER OF PRECEDENCE

The terms and conditions that will govern any purchase resulting from this ITB will be set forth in documents issued by the Department. Depending upon the goods and/or services sought by this ITB, the Department may issue a formal contract document to be executed between the awarded contractor

and the Department, which will be incorporated in and attached to a purchase order, or only a purchase order. The document(s) issued will set forth the entire understanding of the parties in regard to the subject matter contained herein. In the event any of these documents conflicts, the conflict will be resolved in the following order of precedence (first to last):

- A. The purchase order, and its terms and conditions, which will incorporate ITB-050-18, Hotel Lodging and Accommodations, inclusive of its addenda, attachments, PUR 1001 General Instructions to Respondents, and PUR 1000 Contract Terms and Conditions; and
- B. The Contractor's bid submission.

Note: a formal contract document will not be required to be executed for this purchase; however, the purchase order and all incorporated documents will serve as the parties' contract.

8.5 CONTRACT MANAGEMENT

- A. Department's Contract Manager

The Contract Manager for any purchase made as a result of this ITB will be:

Susan Pearson, FCCM
Florida Highway Patrol
Neil Kirkman Building
2900 Apalachee Parkway, Rm B471
Tallahassee, Florida 32399 – 0500
(850) 617-3282

The Contract Manager will perform one or more of the following functions depending upon whether a contract or purchase order is issued:

1. Maintain a Contract Management file;
2. Serve as the liaison between the Department and the contractor;
3. If a contract was issued, timely request the Contract Administrator to process amendments, renewals and termination actions;
4. Submit and/or approve change order requests;
5. Monitor and evaluate the Contractor's performance during the contract term and contractor's overall performance at the conclusion of the contract term;
6. Issue Corrective Action Plans and assess liquidated damages, if applicable, in accordance with the contract;
7. Verify receipt of deliverables;
8. Review, verify, and approve invoices, unless delegated to other staff; and
9. Maintain records regarding contractor's performance to be placed on file that will be considered if the contract is subsequently used as a reference in future procurements.

- B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Chief, Bureau of Purchasing and Contracts
2900 Apalachee Parkway
Tallahassee, Florida 32399-2500
(850) 617-3203

The Contract Administrator will perform the following functions if a contract is issued as a result of this procurement:

1. Maintain the official Contract Administration file;
2. Process all Contract amendments, renewals, and termination of the Contract; and
3. Maintain the official records of all formal correspondence between the Department and the Contractor provided by the Contract Manager for filing in the Contract Administration file.

8.6 INVOICES

The Contractor shall submit an appropriately completed invoice(s) to the ship-to invoice address noted on the purchase order.

Payments shall be made in accordance with sections 215.422 and 287.0585, Fla. Stat., which govern time limits for payment of invoices. Also, see PUR 1000 General Contract Conditions, Section 15.

8.7 REQUIREMENTS OF CHAPTER 119, FLA. STAT. (PUBLIC RECORD LAW)

The Contractor, when acting on behalf of the Department, shall in addition to all other conditions of this Contract:

- A. Keep and maintain public records required by the Department to perform the service.
- B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost as set forth in the Department's Policy Number 9.03, Providing Records to the Public, which can be provided by the Department upon request, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term, and following completion of the Contract, if the Contractor does not transfer the records to the Department.
- D. Upon completion of the Contract, transfer, at no cost to the Department, all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the Department.
- E. Respond to inquiries from the Department's custodian of public records or Contract Manager, regarding public records requests by providing all information or records that the Department deems necessary to respond to such requests within three (3) working days of request from the Department's custodian of public records or Contract Manager.

Pursuant to subsection 119.0701(3), Fla. Stat., in the event the Contractor fails to comply with a public records request, the Department will enforce all Contract provisions related to public records requests by assessing the following:

First violation - \$100 penalty.

Second violation - \$250 penalty.

More than two (2) violations - \$500 penalty and/or possible Contract cancellation depending upon the nature of the violations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFILING@FLHSMV.GOV, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504.

8.8 COOPERATION WITH THE INSPECTOR GENERAL

The Vendor shall cooperate and ensure that its subcontractors, if any, cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Fla. Stat.

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FORM 1 – BIDDER CONTACT INFORMATION

For solicitation purposes, the bidder’s contact person shall be:

Name: _____

Title: _____

Bidder Company Name: _____

Address: _____

Telephone: _____

E-mail: _____

For contractual purposes, should the bidder be selected for award, the contact person shall be:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____

FORM 2 - BIDDER QUALIFICATION QUESTIONS

1.	Does Bidder certify that the Bidder or person submitting the bid, including pricing, is authorized to respond to this ITB on Bidder's behalf?	Yes	No
2.	Does the Bidder understand that by submitting a bid submittal, the Bidder is deemed to have accepted all contract-related terms?	Yes	No
3.	Does the Bidder understand that submission of a bid does not, however, guarantee acceptance of the bid or issuance of a contract to the Bidder?	Yes	No
4.	Does the Bidder certify that, to the best of its knowledge, its company, including its subcontractors, as applicable, subsidiaries and partners, has no existing relationship, financial interest, or business interest, and is not engaged in any other activity that creates or would create an actual or potential organizational conflict of interest relating to the award of a contract resulting from this solicitation?	Yes	No
5.	Is the Bidder's principal place of business located in Gadsden County, Florida? Address: _____ _____	Yes	No

Please complete and sign the below certification statement.

As the person authorized to sign this statement on behalf of the Bidder, I certify that the foregoing responses are true and correct. **(Please complete legibly.)**

Bidder's Representative:					
Address:					
City:		State:		Zip:	
County:					
Authorized Signature:			Date:		
Title:			Telephone:		

FORM 3 – PRICE SHEET

See Section 4.9 PRICE SHEET INSTRUCTIONS before completing this price sheet.

TABLE 1 HOTEL LODGING RATES	
RATE TYPE	ROOM RATE
Weekday Rate (Mon. – Thurs.)	\$ _____, per night
Weekend Rate (Fri. – Sun.)	\$ _____, per night
Special Event Rate (Special Local Events or Holidays)	\$ _____, per night

NOTES:

- 1) Rates shall remain in effect for the duration of the contract term. These rates represent ceiling rates and shall not be exceeded during the contract term, though the Contractor is encouraged to offer lower pricing commiserate with rates charged to other customers if rates are lower than the contracted rates.
- 2) Rates offered by the vendor shall be equal to or better than the vendor’s standard government rates.
- 3) Failure to submit Form 3 – Price Sheet, signed by an authorized official, or submitting a signed Form 3 – Price Sheet with any qualifying language, conditions, caveat(s), or modification(s), will result in the rejection of a bidder’s bid.
- 4) The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this ITB.

Please complete and sign the below bid price certification. Unsigned or incomplete forms will be rejected and will cause the bid to be rejected. Please complete legibly.

By signature below, I hereby certify that I am qualified to and do hereby bind the Bidder to the prices bid.

Bidder:				
Address:				
City:		State:		Zip:
Authorized Signature:			Date:	
Title:			Telephone:	

FORM 4 – ROOM AVAILABILITY CALENDAR (PAGE 1 of 3)

This form will be used by the vendor to provide the Department with the number of rooms that meet the specifications provided in the ITB that are available for each calendar date in July and August 2018, as of the date that the vendor submitted their bid to the Department. The hotel room availability provided in Form 4 will be used by the Department to begin booking hotels following the award of the Contract. Note: The vendor is under no obligation to hold or reserve any of the available rooms presented in Form 4 prior to the date reservations are made in accordance with section 3.2 TECHNICAL SPECIFICATIONS, subsection D. Reservation Process.

July 2018						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FORM 4 – ROOM AVAILABILITY CALENDAR (PAGE 2 OF 3)

August 2018						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FORM 4 – ROOM AVAILABILITY CALENDAR (PAGE 3 OF 3)

September 2018						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

EXHIBIT 1
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
BUREAU OF PURCHASING AND CONTRACTS
MONTHLY MINORITY & SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT

To be completed by the Contractor and submitted by the 5th of each month.

Contractor Name and Address:

Contract / Purchase Order No.:

Reporting Month

Begin Date:

End Date:

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services to the Contractor.

** Minority Business Enterprise Name	Address	** MBE Status	State Certified MBE (Yes or No)	Amount paid for the reporting month.	Insert commodities or services provided
				\$ -	
				\$ -	
				\$ -	
TOTALS				\$ -	

**** Certified MBE:** H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - Non-Minority (White) American Woman

**** Non-Certified MBE:** N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - Non-Minority (White) American Woman

SERVICE-DISABLED VETERAN (DV) BUSINESS ENTERPRISE

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Service-Disabled Veteran Business Enterprise	Address	* DV Status	State Certified DV Business (Yes or No)	Amount paid for the reporting month.	Insert commodities or services provided
				\$ -	
				\$ -	
				\$ -	
TOTALS				\$ -	

*** Certified DV:** W - Service-Disabled Veteran Business

*** Non-Certified DV:** Y - Service-Disabled Veteran Business