



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

INVITATION TO BID (ITB)

FOR

HOTEL ACCOMODATIONS FOR THE 2018 STATEWIDE CONFERENCE

FDC ITB-18-037

**RELEASED ON
November 21, 2017**

**By the:
Florida Department of Corrections
Bureau of Procurement
501 S. Calhoun Street
Tallahassee, FL 32399-2500
(850) 717-3700**

**Refer ALL Inquiries to
Procurement Officer:**

Jill Campbell
purchasing@fdc.myflorida.com

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TIMELINE
FDC ITB-18-037

EVENT	DATE/TIME	LOCATION
Release of ITB	November 21, 2017	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for written inquires and <u>requests for approved equivalents</u> to be received by the Department	December 12, 2017 by 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Jill Campbell, Procurement Officer Email: purchasing@fdc.myflorida.com
Anticipated Posting of written responses to written inquires	January 4, 2018	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Bids Due and Opened	January 25, 2018 at 2:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Jill Campbell, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated Posting of Recommended Award	February 20, 2018	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1.0 INTRODUCTORY MATERIALS

1.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to secure competitive Bids, from qualified, responsive, and responsible Bidders, to provide hotel lodging, accommodations, and meeting space as specified in Section 1.5 for the Florida Department of Corrections (Department).

1.2 Purchase Order

As a result of this ITB, the lowest responsive and responsible Bidder will be issued a Purchase Order (PO) through MyFloridaMarketPlace (MFMP) for this project.

1.3 Conflicts and Order(s) of Precedence

All Bids are subject to the terms of the following sections 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 (Form PUR 1000) (Section 4.1)
- d) General Instructions to Respondents (Form PUR 1001) (Section 3.1)

1.4 Definitions

The terms used in this ITB, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1. **Bid**: A Bidder's response to this ITB, which the Bidder shall submit on approved forms.
2. **Breach of Contract**: A failure of the Vendor(s) to perform services, or provide commodities, in accordance with the terms and conditions of the resultant Purchase Order.
3. **Contractor**: The organization or individual providing services to the Department, in accordance with the terms of the resultant Purchase Order.
4. **Department**: The Florida Department of Corrections (FDC).
5. **Deliverables**: Those services, items and/or materials provided, prepared and delivered to the Department, in the course of performance of the Purchase Order. Deliverables shall be more specifically described in definable, and verifiable detail in Attachment I, Price Page.

6. **Mandatory Responsiveness Requirements:** Terms, conditions, and requirements that must be met by the Bidder to be considered responsive to this solicitation. Failure to meet these responsiveness requirements will cause rejection of a Bid. Any Bid rejected for failure to meet mandatory responsiveness requirements will not be reviewed further.
7. **Material Deviation(s):** The Department has established certain requirements with respect to Bids submitted. The use of shall, must, or will (except to indicate the future) in this ITB indicates a requirement, or condition, which may not be waived by the Department, except where the deviation is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with the ITB's requirements, provides an advantage to one Bidder over other Bidders, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department. Material deviations cannot be waived, and shall be the basis for determining a Bid non-responsive.
8. **Minor Irregularity:** A variation from the ITB terms and conditions, not affecting the price, not giving the Bidder an advantage or benefit not enjoyed by other Bidders; does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a Bid.
9. **PCard:** Refers to the State of Florida's purchasing card program, using the Visa platform.
10. **Responsible Bidder:** A Bidder who has the capability to fully perform all aspects of the resultant Contract requirements, and the integrity and reliability that will assure good faith performance.
11. **Responsive Bid:** A Bid, submitted by a responsible Bidder, which conforms to all material aspects of the solicitation.
12. **Specifications:** The detailed conditions of this ITB and subsequent PO, detailed technical specifications, and other descriptions of the work, as set forth in the ITB and PO documents.
13. **Subcontract:** An agreement between the Vendor and any other person, or organization, wherein that person or organization agrees to perform any requirement(s) for the Vendor, specifically related to securing, or fulfilling, the Vendor's obligations to the Department, under the terms of the resultant Contract.
14. **Vendor or Bidder:** A legally qualified corporation, partnership, person, or other entity, submitting a Bid to the Department, in response to this ITB.

1.5 Specifications

The specifications for hotel lodging, accommodations and meeting space, are indicated below.

- 1.5.1** The Bidder shall be located in Clearwater, downtown St. Petersburg, or the St. Petersburg Beach area, within the following zip codes 33706, 33707, 33767 and 33701;
- 1.5.2** The Bidder shall accommodate attendees arriving on April 23, 2017 and checking out April 27, 2017;
- 1.5.3** The Bidder will allow cancellations, free of charge, per room up to 24 hours prior to check-in date;
- 1.5.4** The Bidder shall be able to accommodate an estimated 350 attendees with a final count, to be provided by the Department, seven (7) days prior to the check-in date;
- 1.5.5** The Bidder 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.
- 1.5.6** The room rate should be inclusive of parking and resort fees;
- 1.5.7** The Bidder shall provide a secure storage room for the Department's equipment and materials during its stay;
- 1.5.8** The Bidder shall provide a registration area for distribution of packets to attendees;
- 1.5.9** The Bidder shall provide a meeting space to accommodate the 350 attendees that is hardwired for internet connection and Wi-Fi capable; and
- 1.5.10** The Bidder shall provide four (4) Wi-Fi capable breakout rooms to accommodate 75-100 attendees each, and one (1) Wi-Fi capable break out room to accommodate 50 attendees.

1.6 Estimated Quantities

An estimated quantity of rooms required is listed in Attachment I, Price Page. The quantity listed herein is an estimate, given only as a guideline for preparing a Bid, and should not be construed as representing actual quantities to be purchased under any resulting PO.

1.7 Substitutions

The Bidder will be required to provide only the services and accommodations awarded. Substituted products delivered, or provided to the Department without prior approval by the Department's Contract Manager, or designee, are prohibited, may be returned at the Bidder's expense, and may lead to termination of the resulting Contract.

In the event the service or accommodation specified can no longer be provided for reasons beyond the Bidder's control (i.e. product discontinuance), the Bidder shall provide an alternate product or service request to the Department's Contract Administrator. The substituted product or service must meet (or exceed) all terms, conditions, and specifications applicable to the originally specified product. A product sample for review may be required by the Department prior to acceptance.

1.8 Minimum Order

There will be no minimum order requirement.

SECTION 2.0 NON-TECHNICAL SPECIFICATIONS

2.1 Modifications after Contract Execution

During the term of the resultant PO, the Department may unilaterally require changes (altering, adding to, or deducting from the specifications), provided such changes are within the general scope of this solicitation.

The Bidder may request an equitable adjustment in the price(s) or delivery date(s), if the change affects the cost or time of performance. Such equitable adjustments require the express written approval of the Department.

The Department shall provide written notice to the Bidder 30 days in advance of any Department-required changes to the technical specifications, and/or scope of service, which affect the Bidder's ability to provide the service as specified herein. Any changes, other than purely administrative changes, will require a written change order.

2.2 Addition/Deletion of Items

The Department reserves the right to add or delete locations, or items from this Bid, when deemed in its best interest. Pricing shall be comparable to amounts awarded as a result of this ITB.

2.3 Mandatory Documentation

All Bidders must submit the following mandatory documentation with their Bid:

- 1) A completed Attachment I, Price Page;**
- 2) A completed Attachment II, Bidder's Contact Information; and**
- 3) A completed Attachment III, Certification of Drug Free Workplace Program form, if applicable.**

2.4 Records and Documentation

To the extent that information is utilized in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(1), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying

by any person upon request as provided in Chapter 119, F.S. The Bidder agrees to: (a) keep and maintain public records required by the Department in order 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 at a cost that does not exceed the cost provided in Chapter 119, F.S., 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 Bidder does not transfer the records to the Department; and (d) upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Bidder or keep and maintain public records required by the Department to perform the service. If the Bidder transfers all public records to the Department upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the contract, the Bidder 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, in a format that is compatible with the information technology systems of the Department. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the Bidder for a period of five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. Pursuant to Section 287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Bidder to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with the contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), F.S. or 119.071, F.S.

The Bidder further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the Department against the same at its expense.

2.5 Price Page

The Bidder shall complete, sign, date, and return Attachment I, Price Page. By submitting a Bid under this ITB, each Bidder warrants its agreement to the prices identified. Bids should be submitted with the most favorable pricing terms the Bidder can offer the State. Any modifications, counter offers, deviations, or challenges will not be accepted, and may render a Bid non-responsive. The submission of a Bid is the Bidder's confirmation it can provide the commodities, services and accommodations and all requirements as outlined herein.

If a submitted Price Page includes inconsistencies, inaccuracies, or is incomplete, it may be rejected by the Department. All calculations will be reviewed and verified. The Department may correct mathematical errors. However, in the event of any miscalculation, unit prices shall prevail.

2.6 Purchasing Card Program (PCard)

The State of Florida has implemented use of a PCard, using the Visa platform. Upon mutual agreement of both parties, the Vendor may receive payments via the PCard in the same manner as other Visa purchases. To find out more about the State's purchasing card program visit: www.dms.myflorida.com.

2.7 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services (DFS). The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the DFS Toll Free Hotline, 1-800-342-2762.

2.8 Payment and Invoicing

The resultant Purchase Order will be at a fixed-rate. The Department will compensate the successful Vendor for the delivery of commodities and services, as specified in Attachment I, Price Page. All charges must be billed in arrears, in accordance with Section 215.422, F.S. The Department requires a single invoice for each Purchase Order under which commodities or services were provided. The Bidder must include any and all supporting documentation, as well as its name, mailing address, tax identification (ID) number/FEIN, Contract number, if applicable, and dates of service.

2.9 Contract Management

2.9.1 Department's Contract Manager

The Contract Manager for the resulting PO will be:

Kristina J. Hartman, Ed.S.
Chief of Programs
Division of Development: Improvement and Readiness
Florida Department of Corrections
501 S. Calhoun Street
Tallahassee, FL 32399
(850) 717-3180
Email: Kristina.Hartman@fdc.myflorida.com

The Contract Manager will:

- 1) Serve as the liaison between the Department and the Bidder;
- 2) Verify receipt of the deliverables from the Bidder, if applicable;
- 3) Submit requests for change orders, if applicable;
- 4) Review, verify, and approve invoices from the Bidder, if applicable;
- 5) Communicate with the Contract Administrator to process all amendments, renewals and termination of the Contract; and
- 6) Evaluate Bidder performance. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to the designated Department staff:

- 1) Verification of deliverables received from the Bidder;
- 2) Monitoring the Bidder's performance; and
- 3) Reviewing, verification and approval of invoices.

SECTION 3.0 PROCUREMENT RULES AND INFORMATION

3.1 Instructions to Respondents (PUR 1001)

The General Instructions to Respondents are outlined in form PUR 1001 is a downloadable document incorporated in this ITB by reference. Any terms and conditions set forth within this ITB document shall supersede any and all conflicting terms and conditions set forth within form PUR 1001. There is no need to return this document with the response. <http://dms.myflorida.com/content/download/2934/11780>.

3.2 Bidder Inquiries

Questions related to this ITB must be received in writing, via email, by the Procurement Officer listed below, within the time indicated in the Timeline. Oral inquiries, or those submitted after the period specified in the Timeline, will not be acknowledged.

Responses to written questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in the Timeline. The VBS is located at: http://vbs.dms.state.fl.us/vbs/main_menu.

Procurement Officer Contact Information

Jill Campbell, Procurement Officer
Florida Department of Corrections
Bureau of Procurement
Email: purchasing@fdc.myflorida.com

Between the release of the solicitation, and the end of the seventy-two (72) hour period following posting of notice of intention to award (the seventy-two (72) hour period excludes Saturdays, Sundays, and State holidays), Bidders responding to this solicitation, or persons acting on their behalf, may not contact any employee, or officer, of the executive, or legislative branches of government, concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response, as per Section 287.057(23), F. S.

Any person requiring special accommodation in responding to this solicitation, because of a disability, should call the Bureau of Procurement, at 850-717-3700, at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. For the hearing or speech impaired, please contact the Bureau of Procurement by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Interested parties are encouraged to carefully review all the materials contained herein and prepare Bids accordingly.

3.3 Cost of Bid Preparation

Neither the Department, nor the State of Florida, is liable for any costs incurred by a Bidder in response to this ITB.

3.4 Instructions for Bid Submittal

Each Bid response shall be prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this ITB. Elaborate bindings, colored displays, and promotional material are discouraged. Emphasis in each Bid must be on completeness and clarity of content. In order to expedite the review of Bids, it is essential that Bidders follow the format and instructions.

- 1) Bids may be sent by U.S. Mail, Courier, Overnight, or hand delivered to the location indicated in the Timeline. Electronic submission of Bids will not be accepted for the ITB.
- 2) All Bids must be submitted in a sealed envelope/package with the relevant ITB number and the date and time of the Bid opening clearly marked on the outside of the envelope/package.
- 3) It is the Bidder's responsibility to assure its Bid submittal is delivered to the proper place and time as stipulated in the Timeline. The Department's clocks will stamp Bids received, and provide the official time for Bid opening.
- 4) Late Bids will not be accepted.
- 5) Submit one (1) original Bid, and one (1) electronic copy in searchable, PDF format on a CD. The electronic copy must contain the entire Bid, as submitted, including all supporting and signed documents. If the Bidder submits a redacted copy of the Bid, as outlined in Section 3.18, the Bidder should submit one (1) redacted hard copy and one (1) redacted electronic copy, in PDF format (in addition to the non-redacted version), on CD. CDs submitted should not be password protected.

3.5 Disclosure of Bid Submittal Contents

All documentation produced as part of this solicitation shall become the exclusive property of the Department, and may not be removed by the Bidder or its agents. All replies shall become the property of the Department and shall not be returned to the Bidder. The Department shall have the right to use any or all ideas, or adaptations of the ideas, presented in any reply. Selection or rejection of a Bid shall not affect this right.

3.6 Bid Opening

Bids are due, and will be publicly opened, at the time, date, and location specified in the Timeline. Bid responses received late (after Bid opening date and time) will not be accepted, nor considered, and modification by the Bidder of submitted Bids will not be allowed, unless the Department has made a request for additional information. Department staff will not be held responsible for the inadvertent opening of a Bid response if it is not properly sealed, addressed or identified. The name of all Bidders submitting Bids will be made available to interested parties, upon written request to the Procurement Officer.

3.7 Bid Evaluation

Bids that do not meet the requirements specified in this ITB may be considered non-responsive. The Department reserves the right to accept, or reject, any and all responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission(s), if the Department determines that doing so will serve its best interest(s). The Department may reject any response not submitted in the manner specified by the solicitation documents.

3.8 Basis of Award

An award shall be made to the lowest responsive, responsible Bidder with the lowest Grand Total Cost, as specified on Attachment I, Price Page.

In the event the low cost Bidder is found non-responsive, the Department may proceed to the next lowest cost responsive Bidder and continue the award process.

Bids must be firm prices, and where products are included, shall include all packaging, handling, shipping and delivery charges, and parking, cleaning or any other applicable fees.

3.9 Disposal of Bids

All Bids become the property of the State of Florida and will be a matter of public record, subject to the provisions of Chapter 119, F.S.

3.10 Bid Rules for Withdrawal

A submitted Bid may be withdrawn by submitting a written request for its withdrawal to the Department. The withdrawal request must be signed by an authorized representative of the Bidder, and must be received within 72 hours after the Bid submission date indicated in the Timeline. Any submitted Bid shall remain valid for 180 days from the Bid submission date, unless a different amount of time is indicated by the Department.

3.11 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, information will be posted on the Florida Vendor Bid System (http://vbs.dms.state.fl.us/vbs/main_menu). **Interested parties are responsible for monitoring this site for new, changing, or clarifying information relative to this solicitation.**

3.12 Verbal Instruction Procedure/Discussions

The Bidder shall not initiate, or execute, any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the

Department's Procurement Officer are considered duly authorized expressions on behalf of the State. Additionally, only written communications from a Bidder are recognized as duly authorized expressions on behalf of the Bidder. Any discussion by a Bidder with any employee, or representative of the Department, involving cost or price information, occurring prior to posting of the Notice of Agency Decision, may result in rejection of said Bidder's response.

3.13 No Prior Involvement and Conflict of Interest

Section 287.057(17)(c), F.S., provides, "A person who receives a contract that has not been procured pursuant to Subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."

The Department considers participation in a solicitation to be any actions related to the decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or functioning in any other advisory capacity.

The Bidder shall not compensate, in any manner, directly or indirectly, any officer, agent or employee of the Department, for any act or service which they may do, or perform, for, or on behalf of, any officer, agent, or employee of the Bidder. Officers, agents, or employees of the Department shall not have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Bidder shall have no interest, and shall not acquire any interest, that conflicts in any manner, or degree, with the performance of the services required under this ITB.

3.14 State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, F.S., seeking to do business with the Department shall be on file and in good standing with the State of Florida, Department of State. If not currently registered with the Department of State, the successful Bidder has five (5) days to complete this registration upon submission of its Bid.

3.15 MyFloridaMarketPlace (MFMP) Registration

Each Bidder doing business with the State of Florida as defined in Section 287.012, F.S., must register in the MFMP Vendor Information Portal (VIP) system, unless exempted under Rule 60A-1.030, Florida Administrative Code (F.A.C.). State agencies shall not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S., with any Bidder not registered in the MFMP VIP system, unless exempted by Rule. A Bidder not currently registered in the MFMP VIP system shall do so within five (5) days of award.

Registration may be completed at: <http://vendor.myfloridamarketplace.com>. Those needing assistance may contact the MFMP Customer Service Desk at 866-352-3776 or vendorhelp@myfloridamarketplace.com.

3.16 Certificate of Authority

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State, in accordance with the provisions of Chapter 607, 608, 617, and 620, F.S., respectively.

3.17 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Bidder must also simultaneously provide the Department with a separate redacted copy of its response 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 name of the Bidder on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Bidder submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Bidder shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Bidder fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data, or records submitted by the Bidder in answer to a public records request for these records. In no event shall the Department, or any of its employees, or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

3.18 E-Verify

In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Bidders meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

3.19 Vendor Substitute W-9

The State of Florida Department of Financial Services (DFS) requires all Vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms can be located at the same website once a registration has been completed. Answers to frequently asked questions related to this requirement are found at: <https://flvendor.myfloridacfo.com>. DFS can assist Vendors with additional questions, and can be reached at 850-413-5519 or FLW9@myfloridaacfo.com.

3.20 Scrutinized Companies

If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Contractor must certify that they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

3.21 Identical Tie Bids

During the solicitation evaluation process, if the Department receives identical pricing or scoring from multiple Bidders, the Department shall determine the order of award using the criteria set forth in Rule 60A-1.011, F.A.C. and Section 295.187, F.S. "Certified Veteran Business Enterprises."

3.22 Rejection of Bids

The Department reserves the right to reject any and all Bids received in response to this ITB.

3.23 Inspector General

The Bidder shall comply with Section 20.055(5), F.S., which states; it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the Inspector General in any investigation, audit, inspection, review or hearing.

3.24 Protest Procedures

Pursuant to Section 120.57(3), F.S, a Notice of Protest or Formal Written Protest must be filed with the Department's Agency Clerk. Filings may be made physically at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, by email to: CO-GCAgencyClerk@fdc.myflorida.com, or by facsimile to: (850) 922-4355. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, F.A.C. Filings received after regular business hours (8:00 am to 5:00 pm) will be filed the next business day. Failure to file a protest within the time prescribed in Section 120.57(3),

F.S., 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, F.S.

SECTION 4.0 SPECIAL CONDITIONS

4.1 General Contract Conditions (PUR 1000)

The General Contract Conditions are outlined in form PUR 1000 which is a downloadable document incorporated in this ITB by reference. Any terms and conditions set forth within this ITB document shall supersede any and all conflicting terms and conditions set forth within form PUR 1000. There is no need to return this document with the response. <http://dms.myflorida.com/content/download/2933/11777>.

4.2 State Initiatives

4.2.1 Diversity in Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-owned, women-owned, and service-disabled veteran-owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects these business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

To this end, the Department considers it vital that minority-owned, women-owned, and service-disabled veteran-owned business enterprises participate in the State's procurement process as both Vendors, and subcontractors, of this solicitation.

Information on Certified Minority Business Enterprises (CMBE), and Certified Service-Disabled Veteran Business Enterprises (CSDVBE), is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Documentation regarding Diversity in Contracting must be submitted to the Contract Administrator, and should identify participation by diverse Vendors and suppliers as prime vendors, subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree. This documentation shall include the timely reporting of funds expended to certified, and other, minority-owned/service-disabled veteran-owned business enterprises. Such reports must be submitted at least monthly, and must include the period covered, the name, minority code and Federal Employer Identification Number of each minority-owned/service-disabled veteran-owned Vendor utilized during the period, the commodities and services provided by the each, and the amount paid to each under the terms of any Contract resulting from this solicitation.

4.2.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Bidder shall submit a plan to support the

procurement of products and materials with recycled content, referencing the intent of Section 403.7065, F.S. The Bidder shall also provide a plan, if applicable, for reducing and/or handling of any hazardous waste generated by the Bidder's company, referencing Rule 62-730.160, F.A.C. It is a requirement of the Florida Department of Environmental Protection (DEP) that a generator of hazardous waste materials exceeding certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Bidder's hazardous waste plan and shall explain, in detail, its handling and disposal of this waste.

4.3 Subcontracts

The Bidder may, with prior written consent of the Department, enter into written subcontracts for the delivery or performance of services as indicated in this ITB. Anticipated subcontract agreements known at the time of Bid submission, must be disclosed, and the amount of the subcontract must be identified in the Bid. If a subcontract has been identified at the time of Bid submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract, which the Bidder enters into with respect to performance of any of its functions under the resultant Contract, shall in any way relieve the Vendor of any responsibility for the performance of its duties. All subcontractors, regardless of function, who provide services on Department property, shall comply with the Department's security requirements, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Bidder.

If a subcontractor is utilized by the Bidder, the Bidder shall pay the subcontractor within seven (7) working days after any payment is received from the Department, in accordance with Section 287.0585, F.S. It is understood, and agreed upon, that the Department shall not be held accountable to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Vendor shall be solely responsible to the subcontractor for all expenses and liabilities under the Contract resulting from this ITB. If the Vendor fails to pay the subcontractor within seven (7) working days, the Vendor shall pay a penalty to the subcontractor in the amount of one-half ($\frac{1}{2}$) of one percent (1%) of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed, and shall not exceed fifteen percent (15%) of the outstanding balance due.

4.4 Copyrights, Right to Data, Patents and Royalties

Where Contract activities produce original writing, sound recordings, pictorial reproductions, drawings, other graphic representation, and/or works of any similar nature, the Department has the right to use, duplicate and disclose such materials, in whole or in part, in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department to do so also. If the materials so developed are subject to copyright, trademark, patent, legal title, then every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm or corporation, including parties to the Contract resulting from this solicitation, shall be entitled to use the

copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Vendor. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.084, F.S., and may not be copied or removed by any employee of the Vendor without express written permission of the Department.

The Vendor, without exception, shall indemnify and save harmless the Department, and its employees, from liability of any nature or kind, including costs and expenses, for, or on account of, any copyrighted, patented, or unpatented invention, process, or article, manufactured, or supplied, by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article equipment or data not supplied by the Vendor, or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim regarding copyright or patent infringement, and will afford the Vendor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made, or is pending, the Vendor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Vendor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Vendor uses any design, device, or material(s) covered by letter, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials.

4.5 Independent Contractor Status

The Bidder shall be considered an independent contractor in the performance of its duties and responsibilities. The Department shall neither have nor exercise any control or direction over the methods by which the Bidder shall perform its work and functions, other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership, or a joint venture, between the parties.

4.6 Assignment

The Bidder shall not assign its responsibilities or interests to another party without prior written approval of the Department. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations to another governmental agency of the State of Florida upon giving written notice to the Vendor.

4.7 Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or

unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

4.8 Use of Funds for Lobbying Prohibited

The Vendor agrees to comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, Judicial branch of government, or a State agency.

4.9 Employment of Department Personnel

The Bidder shall not knowingly engage, employ, or utilize, on a full-time, part-time, or other basis, any current or former employee of the Department, during the period of the Contract resulting from this solicitation, where such employment conflicts with Section 112.3185, F.S.

4.10 Legal Requirements

Applicable provision of all Federal, State, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Bids received in response hereto, and shall govern any and all claims and disputes which may arise between person(s) submitting a Bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

4.11 Insurance

The Bidder agrees to provide adequate, comprehensive insurance coverage, and to hold such insurance at all times during the existence of the Contract resulting from this solicitation. The Bidder accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Bidder, and the Department, under the Contract resulting from this solicitation. At a minimum, such insurance shall include workers' compensation and employer's liability insurance, per Florida statutory limits, covering all employees engaged in any Contract work; commercial general liability coverage; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work. The Vendor may be required to furnish the Department written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Bidder is a state agency or subdivision as defined in Section 768.28, F.S., the Bidder shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

**ATTACHMENT I – PRICE PAGE
FDC ITB-18-037**

A single award will be made to the responsive, responsible Bidder offering the lowest Grand Total Cost.

Location: Clearwater, downtown St. Petersburg area, St Petersburg Beach area, zip codes 33706, 33707, 33767, or 33701.
 Dates: Arriving on April 23, 2018 and checking out April 27, 2018
 Staff: 350 attendees

Hotel Name: _____

Address of Site: _____

A. Required Service/Accommodation	B. Unit Cost	C. Total Required Units	D. Extended Price (Columns B X C)
Nightly Room Rate	\$ _____	1,400 (350 Attendees X 4 nights)	Total: \$ _____
Meeting or Event Space Daily Rate	\$ _____	5 days	Total: \$ _____
Grand Total Cost: (Sum of column D)			\$ _____

NAME OF VENDOR

FEID#

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

ATTACHMENT II – BIDDER’S CONTACT INFORMATION
FDC ITB-18-037

The Bidder shall identify the contact information as described below.

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

**For contractual purposes, should the
Bidder be awarded, the contact person
shall be:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

**ATTACHMENT III – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC ITB-18-037**

Section 287.087, Florida Statutes provides that, where identical tie bids are received, preference shall be given to a bid received from a Vendor that certifies it has implemented a drug-free workforce program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under response a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company Name: _____

AUTHORIZED REPRESENTATIVE SIGNATURE

(Form revised 11/10/15)

ATTACHMENT IV - PURCHASE ORDER TERMS AND CONDITIONS
FDC ITB-18-037

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS
AND
FLORIDA COMMISSION ON OFFENDER REVIEW
PURCHASE ORDER (PO) TERMS AND CONDITIONS

Revised: November, 2016

The following purchase order terms and conditions apply to all Vendors doing business with the Florida Department of Corrections and the Florida Commission on Offender Review.

For good and valuable consideration, received and acknowledged as sufficient, the parties agree to the following, in addition to the terms and conditions expressed in the MyFloridaMarketPlace (MFMP) Purchase Order (PO). By accepting this electronic Purchase Order, the Vendor agrees to be bound by these conditions and instructions. Where these terms and conditions may conflict with those incorporated by reference in the MFMP PO, these terms and condition shall supersede.

1. The Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this PO and the venue for any legal actions arising here shall be Leon County, Florida.
3. The State of Florida's performance and obligation to pay under this PO is contingent upon annual appropriation by the Legislature.
4. The Vendor agrees to obtain and maintain during the PO term, commercial insurance of such type and with such terms and limits as may be reasonably associated with the goods and/or services purchased in the PO. This insurance may include but is not limited to Liability Insurance, Errors and Omissions Insurance and Workers Compensation Insurance.
5. The Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). Health Information Technology for Economic and Clinical Health Act (HITECH), 42 U.S.C. 17935, 17921 and 17931 ET SEQ, and Section 945.10, Florida Statutes (F.S.).
6. The Vendor shall maintain confidentiality of all data, files, and records related to the goods and/or services provided pursuant to this PO that are confidential or exempt from disclosure, pursuant to Florida or Federal laws. The Vendor shall comply with all State and Federal laws, and the Department's Procedures 102.004, 102.006, 102.008 and 401.006. A copy of these procedures will be made available upon request. The Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
7. The Vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise. This will include court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this PO, as well as for any determination arising out of or related to this PO, that the Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation

to the Department. This PO does not constitute a waiver of sovereign immunity or consent by the Department, or the State of Florida, or its subdivisions to suit by third parties in any matter arising herefrom.

8. All patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are Department's property, and nothing resulting from Vendor's services or provided by the Department to Vendor may be reproduced, distributed, licensed sold or otherwise transferred without prior written permission of the Department. This paragraph does not apply to the Department's purchase of a license for Vendor's intellectual property.
9. If this PO is for personal services, the Vendor's staff assigned to this Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Vendor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records checks are restricted, pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Vendor. The Department shall not confirm to the Vendor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Vendor shall provide the following data for any individual of the Vendor or Vendor's staff assigned to the Contract: Full name, Social Security Number, Race, Sex, Date of Birth, Driver's License Number and State of Issue. If requested, the Vendor's staff shall submit to fingerprinting by the Department for the background checks.
10. Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency." The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.
11. **TERMINATION:** This PO may be terminated by either party upon no less than 30 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this PO become unavailable, the Department may terminate the PO upon no less than 24 hours' written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

The Department shall be the final authority as to the availability of funds. If any breach of the terms and conditions of the Department's PO or any of its incorporated documents occurs by the Vendor, and unless the provider's breach is waived by the Department in writing, the Department may, by written notice to the provider, terminate this PO upon no less than 24 hours' written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1.006, Florida Administrative Code (F.A.C.). Waiver of breach of any provisions of this PO shall not be deemed to be a waiver of any other breach and shall not be constructed to be a modification of the terms of this PO. The provisions herein do not limit the Department's right to remedies at law or to damages.

12. The terms of this PO will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this PO shall govern.
13. As required by State of Florida Executive Order Number 11-116, the Vendor identified in this PO is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Vendor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Vendor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>) Additionally, the Vendor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Vendor to perform work or provide services pursuant to this Contract with the Department.
14. The employment of unauthorized aliens by any Vendor is considered a violation of Section 274A(E) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this PO.
15. No Vendors or any personnel assigned to provide goods and/or services, as specified by this PO, may be a convicted felon or have relatives either confined by or under supervision of the Department, unless an exception is granted by the Department prior to the rendering of goods and/or services.
16. The Vendor will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Vendor will also comply with all Department policies and procedures that relate to PREA, which will be made available to the Vendor upon request.
17. The Vendor agrees to: (a) keep and maintain public records required by the Department in order 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 at a cost that does not exceed the cost provided in this chapter 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; and (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, in a format that is compatible with the information technology systems of the Department. Pursuant to §287.058(1)(c), F.S, the Department is allowed to unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from §24(a) of Art. I of the State Constitution and §119.07(1), F.S.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at:

Florida Department of Corrections
ATTN: Public Records Unit
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3605
Fax: (850) 922-4355
Email: CO.PublicRecords@mail.dc.state.fl.us

18. The Vendor shall comply with Section 20.055(5), F.S., which states; it is the duty of every state officer, employee, agency, special district, board, commission, Vendor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.
19. If this PO exceeds \$1,000,000.00 in total, the Vendor agrees that they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Section 287.135(5), F.S., and 287.135(3), F.S., the Vendor agrees the Department may immediately terminate the PO if the Vendor is found to be on or is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the PO.

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