

TITLE PAGE
FLORIDA DEPARTMENT OF HEALTH
DOH **DOH19-037**



INVITATION TO BID (ITB)
FOR
Special Needs Shelter Cots

Respondent Name: _____

Respondent Mailing Address: _____

City, State, Zip: _____

Phone: _____ Fax Number: _____

E-Mail Address: _____

Federal Employer Identification Number (FEID): _____

BY AFFIXING MY SIGNATURE ON THIS BID TITLE PAGE, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISIONS, AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001.

I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and any resulting Contract including those contained in the Department's **Order Terms and Conditions**.

Signature of Authorized Representative: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of this Bid. Documentation establishing delegated authority must be included with the Bid if signed by someone other than the authorized representative.

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SECTION 1.0 INTRODUCTORY MATERIALS

1.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is for the State of Florida, Department of Health (Department) to obtain competitive prices for special needs shelter cots for Volusia County Health Department.

1.2. Legal Authority

Chapter 287, and section 381.0011(7), Florida Statutes, under which the program operates and is administered.

1.3 Scope of Services

A detailed Specifications Page for this solicitation is provided as Specifications Page (Attachment A), in this ITB.

1.4 Incorporation by Reference

The PUR 1001, General Instructions to Respondents (PUR 1001), and PUR 1000, General Contract Requirements (PUR 1000), are hereby incorporated by reference to the terms of this solicitation. Refer to **Sections 3.1** and **4.1** of this ITB for further detail.

1.5 Definitions

In addition to the definitions in the **PUR 1000** and **PUR 1001**, and the Specifications Page (Attachment A), the following definitions also apply to this ITB:

Bariatric: Relating to or specializing in the treatment of obesity.

Bid: The complete written response of Provider to this ITB, including properly completed forms, supporting documents, and attachments.

Business Days: Monday through Friday, excluding state holidays.

Business Hours: 8:00 a.m. to 5:00 p.m., Eastern Time on all business days.

Calendar Days: All days, including weekends and holidays.

Certified Minority Business Enterprise: A business certified by any local governmental jurisdiction or organization accepted by the Department of Management Services, Office of Supplier Diversity (DMS), as a certified minority business enterprise for purposes of doing business with state government when DMS determines that the state's minority business enterprise certification criteria are applied in the local certification process in accordance with section 287.0943, Florida Statutes.

Contract: The formal agreement or Order that will be awarded to the successful Provider under this ITB, unless indicated otherwise.

Department: The Department of Health; may be used interchangeably with DOH.

Functional Needs Cot: A medical cot designed to be wheelchair transferable height, provides safety and comfort for the patient with medical needs.

Minor Irregularity: As used in the context of this solicitation, indicates a variation from the ITB terms and conditions which does not affect the price of the Bid, or give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the Department.

Order: As used in the context of this solicitation, refers to a Purchase Order.

Respondent: The business entity that submits a Bid.

Provider: The successful Respondent awarded a contract by the Department in accordance with the terms of this ITB.

State: State of Florida.

Trendelenburg: The Trendelenburg position lowers the headrest completely while raising the leg rest slightly above horizontal to help stretch the back and improve circulation.

Vendor Bid System (VBS): Refers to the State of Florida's internet-based vendor information system, which is available at:
http://myflorida.com/apps/vbs/vbs_main_menu.

Where there is a conflict between a definition in this solicitation, **Section 1.5**, above, and the definition in Specifications Page (Attachment A), the definition in this solicitation will prevail when the term is used in this solicitation. The definition in the Specifications Page (Attachment A), will prevail when the term is used in the Specifications Page (Attachment A).

SECTION 2.0 PROCUREMENT PROCESS, SCHEDULE, & CONSTRAINTS

2.1 Procurement Officer

The Procurement Officer assigned to this solicitation is:

Florida Department of Health
Attention: **Debbie Brown**
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Email: Deborah.Brown3@flhealth.gov

*****ALL EMAILS TO THE PROCUREMENT OFFICER MUST CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL*****

2.2 Restrictions on Communications

Pursuant to section 287.057(23), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer listed in **Section 2.1.**, above. Violation of this provision may be grounds for rejecting a Bid.

2.3 Term

It is anticipated that the Contract resulting from this ITB will be for one year from April 1, 2020 or the Contract execution date whichever is later. The Contract resulting from this ITB is contingent upon availability of funds.

2.4 Timeline

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
ITB Advertised / Released	March 6, 2020	<u>Posted to the Vendor Bid System at:</u> http://vbs.dms.state.fl.us/vbs/main_menu
Questions Submitted in Writing	Must be received PRIOR TO: March 16, 2020 5:00p.m. Eastern	Submit to: Florida Department of Health Central Purchasing Office Attention: Debbie Brown Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 E-mail: Deborah.Brown3@flhealth.gov

Answers to Questions (Anticipated Date)	March 19, 2020	Posted to Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Bids Due	Must be received PRIOR to: March 30, 2020 5:00 p.m. Eastern	Submit to: Florida Department of Health Central Purchasing Office Attention: Debbie Brown Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Sealed Bids Opened	March 31, 2020 3:00 p.m. Eastern	<u>PUBLIC OPENING</u> Submit to: Florida Department of Health Central Purchasing Office Attention: Debbie Brown Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Anticipated Posting of Intent to Award	April 6, 2020	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu

2.5 **Addenda**

If the Department finds it necessary to supplement, modify, or interpret any portion of the solicitation during the procurement process, a written addendum will be posted on the VBS. If the addendum alters the scope or specifications of the solicitation, the Respondent will be required to sign the addendum acknowledging the changes and return it with the Bid submittal. It is the responsibility of the Respondent to be aware of any addenda that might affect this ITB or their Bid.

2.6 **Questions**

This provision takes precedence over General Instruction #5 in PUR1001.

Questions related to this solicitation must be received in writing (either via United States Postal Service, courier, e-mail, or hand-delivery) by the Procurement Officer identified in **Section 2.1**, within the time indicated in **Section 2.4**. Verbal questions or those submitted after the period specified in **Section 2.4** will not be addressed.

Answers to questions submitted in accordance with **Section 2.4** will be posted on the VBS.

2.7 Basis of Award

Multiple awards will be made to the responsive, responsible Respondent offering the lowest grand total, per Group, for the commodities requested in this ITB including delivery, FOB destination. Respondents are not required to bid on all Groups; however, all specifications within a Group must be met to be considered responsive to the Group(s) bid. The Department reserves the right to not make an award under this ITB, as determined to be in the best interest of the State.

2.8 Identical Outcomes

The Department will provide the Identical Tie Certification Form, (Attachment F), to the affected Respondents in the event the Department's evaluation results in identical outcomes between two or more Respondents. This form must be completed in its entirety and submitted to the Department as specified for review. The purpose of this form is for the affected Respondents to certify their statutory qualifications for a preference to break the tie.

2.9 Modifications and Withdrawal

A Respondent may modify or withdraw its Bid at any time prior to the submittal deadline, as specified in **Section 2.4**, by submitting a request to the Procurement Officer. Requests for modification or withdrawal of a submitted Bid must be in writing and signed by an authorized signatory of the Respondent. Upon receipt and acceptance of such a request, the entire Bid will be returned to the Respondent and will not be considered unless resubmitted by the Bid due date and time.

2.10 Clarification Process

The Department may request clarification from the Respondent to resolve ambiguities or to question minor irregularities presented in its Bid. Clarifications may be requested throughout this procurement process. The Respondent's answers to requested clarifications must be in writing and address only the information requested. The Respondent's answers to requested clarifications must be submitted to the Department within the time specified by the Department.

2.11 Contract Formation

The Department will enter into an Order with the awarded Provider pursuant to **Section 2.7**, Basis of Award. The Order will incorporate the terms of the Specifications Page (Attachment A), the Department's Order Terms and Conditions, and the awarded Provider's Price Page (Attachment B).

SECTION 3.0 INSTRUCTIONS FOR BID SUBMITTAL

3.1 General Instructions to Respondents (PUR 1001)

The General Instructions to Respondents (PUR 1001) is incorporated by reference in this solicitation. This document should not be returned with the Bid. The PUR 1001 is located at <http://dms.myflorida.com/content/download/2934/11780>.

The terms of this solicitation control over any conflicting terms of the PUR1001.

3.2 Instructions for Submittal

- 3.2.1. Respondents must complete, sign, and return the "Title Page" with their Bid submittal.
- 3.2.2 Respondents must complete and return the Price Page (Attachment B) with their Bid submittal.
- 3.2.3 Respondents must submit all technical and pricing data in the formats specified in the ITB.
- 3.2.4. Respondents must submit one original paper copy of their Bid and one original copy on a single USB storage device, or CD viewable in Adobe Acrobat Reader (PDF). The electronic copy submitted must contain the entire Bid as the submitted original copy, including all supporting and signed documents. Refer to **Section 3.4** for information on redacting confidential information, if applicable.
- 3.2.5. Bids must be sent by United States Postal Service, courier, or hand delivered to the location indicated in **Section 2.4., Timeline.**
- 3.2.6 Bids submitted via electronic mail (email) or facsimile will **not** be considered.
- 3.2.7. Bids must be submitted in a sealed envelope or sealed package with the solicitation number, date, and time of the Bid opening clearly marked on the outside.
- 3.2.8. The Department is not responsible for improperly marked Bids.
- 3.2.9 It is the Respondent's responsibility to ensure its Bid is submitted at the proper place and time indicated in **Section 2.4., Timeline.**
- 3.2.10 Bids must be received by the date and time specified in **Section 2.4., Timeline.**
- 3.2.11. The Department's clock will provide the official time for Bid receipt.
- 3.2.12. Materials submitted will become the property of the State and accordingly, the State reserves the right to use any concepts or ideas contained in the Bid.

3.3 Cost of Preparation

Neither the Department nor the State is liable for any costs incurred by a Respondent in responding to this solicitation.

3.4 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records must be made available pursuant to the provisions of the Public Records Act. If Respondent considers any portion of their Bid to this solicitation to be confidential, exempt, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or any other authority, Respondent must segregate and clearly mark the document(s) as “**CONFIDENTIAL**”.

Simultaneously, Respondent will provide the Department with a separate redacted paper and electronic copy of their Bid 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 must contain the solicitation name, number, and the name of Respondent on the cover, and must be clearly titled “**REDACTED COPY**”.

The redacted copy must be provided to the Department at the same time Respondent submits its Bid and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. Respondent will be responsible for defending its determination that the redacted portions of their Bid are confidential, trade secret, or otherwise not subject to disclosure. Further, Respondent must protect, defend, and indemnify the Department for all claims arising from or relating to the determination that the redacted portions of their Bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy with their Bid, the Department is authorized to produce the entire documents, data, or records submitted by Respondent in answer to a public records request for these records.

3.5 Price Page (Attachment B)

Respondent must fill out the Price Page (Attachment B), as indicated, and return it with their Bid.

3.6 Prior Experience and Contract Dispute Reporting Form

Respondent must provide documentation of prior experience related to the scope of this Bid and identify all contract disputes the Respondent (including its affiliates, subcontractors, agents, etc.) has had with such customer(s) within the last five years related to contracts under which the Respondent provided(s) commodities or services in the United States on an organizational or enterprise level that may impact or has impacted the Respondent’s ability to provide the services described in this solicitation. See the Prior Experience and Contract Dispute Reporting Form (Attachment C) for further details and complete the form in its entirety and submit it with the Bid. The term “contract disputes” means any circumstances involving the performance or non-performance of a contractual obligation that resulted in any of the following actions:

- 3.6.1 Identification by the contract customer that the Respondent was in default or breach of a duty or performance under the contract.
- 3.6.2 An issuance of a notice of default or breach.
- 3.6.3 The assessment of any fines or direct, consequential, or liquidated damages under such contracts.

3.6.4 If there are no such contract disputes, the Respondent must submit a statement confirming this fact using the title in its Bid.

3.7 Subcontractor

The Department will not authorize the use of subcontractors in the Order resulting from this solicitation.

3.8 Special Accommodations

Persons with disability requiring special accommodations should call the Department's Purchasing office at least five business days, prior to any pre-Bid conference, Bid opening, or meeting at (850) 245-4199. If hearing or speech impaired, please contact the Department's Purchasing office through the Florida Relay Service, at 1-800-955-8771 (TTY).

3.9 Responsive and Responsible (Mandatory Requirements)

Respondents must complete and submit the following mandatory information or documentation as part of their Bid by the time specified in **Section 2.4**. Any Bid which does not contain the information below will be deemed non-responsive to this ITB:

3.9.1 **Title Page** must be completed, signed, and submitted with the Bid.

3.9.2 **Price Page (Attachment B)**, as specified in **Section 3.5**.

3.9.3 **Prior Experience and Contract Disputes Reporting Form (Attachment C)**, as specified in **Section 3.6**.

3.9.4 **Statement of Non-Collusion (Attachment D)** as specified in **Section 4.3**.

3.9.5 **Respondent Certification Regarding Scrutinized Companies Lists (Attachment E)** as specified in **Section 4.2**.

3.10 Late Bids

The Procurement Officer must receive Bids pursuant to this ITB no later than the date and time specified in **Section 2.4**. Bids that are not received by the date and time specified will not be considered.

SECTION 4.0 SPECIAL CONDITIONS

4.1 PUR 1000, General Contract Conditions

The PUR 1000 is incorporated by reference in this ITB and contains general Contract terms and conditions that will apply to any Contract resulting from this ITB, to the extent they are not otherwise modified. This document should not be returned with the Bid. The PUR 1000 is located at <http://dms.myflorida.com/content/download/2933/11777>.

The terms of this solicitation control over any conflicting terms of the PUR 1000. Paragraph 31 of PUR 1000 does NOT apply to this ITB or any resulting contract.

4.2 Scrutinized Companies

All Respondents seeking to do business with the Department must be in compliance with section 287.135, Florida Statutes. The Department may, at its option, terminate a Contract if Respondent is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or have been engaged in business operations in Cuba or Syria.

Refer to **Respondent Certification Regarding Scrutinized Companies Lists Form, Attachment E.**

4.3 Conflict of Interest and Statement of Non-Collusion

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.

Refer to **Statement of Non-Collusion Form, Attachment D.**

4.4 Certificate of Authority

All limited liability companies, corporations, 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 Chapters 605, 607, 617, and 620, Florida Statutes, respectively, prior to Order execution. The Department retains the right to ask for verification of compliance before Order execution. Failure of the Provider to have

appropriate registration may result in withdrawal of the Contract award and forfeiture of its Bid Bond, if applicable.

4.5 Provider Registration

Each Provider doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033, Florida Administrative Code. State agencies must not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, with any Respondent not registered in the MyFloridaMarketPlace system, unless exempted by rule. The Provider must be registered in the MyFloridaMarketPlace system within five days after posting of the Intent to Award.

Registration may be completed at:

<https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e2s1>

A Provider lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

4.6 Minority, Women, and Florida Veteran Business Participation

The Department encourages certified minority, women, and Florida veteran business participation in all its solicitations.

4.7 Indemnification

Provider must save and hold harmless and indemnify the Department against any and all liability, claims, judgments, or costs of whatsoever kind or nature for injury to, or death of any person or persons and for loss or damage to any property resulting from the use, service operation, or performance of work under the terms of the Order, resulting in whole or in part from the negligent acts or omissions by Respondent, their subcontractor, or any of the employees, agents, or representatives of Respondent or subcontractor.

4.8 Order

Respondent must become familiar with the Department's Terms and Conditions which contains administrative, financial, and non-programmatic terms and conditions mandated by federal laws, state statutes, administrative code rules, and directive of the Department of Financial Service's Chief Financial Officer.

Use of the Department's Terms and Conditions are mandatory for Department Orders issued in MyFloridaMarketPlace as they contain the basic clauses required by law. The terms and conditions contained in the Department's Terms and Conditions are non-negotiable. The Department's Terms and Conditions are located at:

<http://www.floridahealth.gov/media/procurements/documents/doh-terms-and-conditions.pdf>

4.9 Conflict of Law and Controlling Provisions

Any Contract resulting from this ITB, and any conflict of law issue, will be governed by the laws of Florida. Venue must be in Volusia County, Florida, to the exclusion of all other jurisdictions.

Respondents acknowledge that this solicitation (including but not limited to the resulting Contract, exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, Florida Statutes.

4.10 Agency Inspectors General

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 pursuant to section 20.055, Florida Statutes.

4.11 Records and Documentation

To the extent that information is used in the performance of the resulting Order 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(12), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, Respondent must make the public records available for inspection or copying upon request of the Department's custodian of public records in accordance with Chapter 119, Florida Statutes. Respondent's refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Order resulting from this ITB and entitles the Department to unilaterally terminate the Order.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB must be retained by Respondent for a period of six years after the termination of the resulting Order or longer as may be required by any renewal or extension of the Order. During the records retention period, Respondent agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department's standard word processing format. If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

Respondent must maintain all records required to be maintained pursuant to the resulting Order in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public must be permitted without delay.

4.12 Attorney's Fees

In the event of a dispute prior to or post award, each party responding to this solicitation is responsible for its own attorneys' fees, except as otherwise provided by law.

4.13 **Protests**

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

Only documents delivered by the United States Postal Service, a private delivery service, in person, or by facsimile during business hours will be accepted. Documents received after business hours will be filed the following business day.

No filings may be made by email or any other electronic means. All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

Do not send Bids to the Agency Clerk's Office. Send all Bids to the Procurement Officer and address listed in Section 2.4, Timeline.

The Agency Clerk's mailing address:

Agency Clerk,
Florida Department of Health
4052 Bald Cypress Way, BIN A-02
Tallahassee, Florida 32399-1703
Telephone No. (850) 245-4005

The Agency Clerk's physical address for hand deliveries:

Agency Clerk,
Florida Department of Health
2585 Merchants Row Blvd.
Tallahassee, Florida 32399
Fax No. (850) 413-8743

**ATTACHMENT A
SPECIFICATIONS
SPECIAL NEEDS SHELTER COTS**

The following information details the specification requirements of the Department’s cots for the special needs shelter.

Warranty

A minimum of a one-year warranty from delivery date against defective material, workmanship and failure to perform is required for all cots. Replacement of all defective parts found within the warranty period shall be made without cost to the Department. Cost of warranty must be included in price(s) bid.

Equivalents Items

The Provider must furnish the products as specified. No equivalents will be accepted.

GROUP A – SPECIAL NEEDS FUNCTIONAL COT
Must have an aluminum folding frame.
Must have reinforced decking with reinforced hook-and-loop springs.
Must have four (4) heavy duty leg locks.
Must have two (2) position Tredenburg foot elevator.
Must have five (5) position head elevator with locking cord.
Must have patient restraint straps that are 2” wide X approximately 18” long. Straps must be attached to either side of Cot and tied underneath during storage.
Must have 2” high density foam mattress, convoluted foam (egg crate style) wrapped in antimicrobial/soil resistant triple layer vinyl.
Must have a wheelchair transferable height of 18”.
Must have a deck area of approximately 32” x 80”.
Must have open dimensions of approximately 30” W x 80” L x 18” H.
Must have detachable stow on board safety rails.
Must have detachable stow on board IV pole.
Must have the weight capacity of a minimum of 450 lbs.
All materials must meet or exceed 16 CFR 1633 for flammability.
GROUP B – SPECIAL NEEDS OVERSIZED COT
Must have aluminum folding frame.
Must have reinforced decking with reinforced hook-and-loop springs.
Must have four (4) heavy duty leg locks.
Must have two (2) position Tredenburg foot elevator
Must have five (5) position head elevator with locking cord
Must have patient restraint straps that is 2” wide X approximately 18” long. Straps must be attached to either side of Cot and tied underneath during storage.

**ATTACHMENT A
SPECIFICATIONS
SPECIAL NEEDS SHELTER COTS**

Must have 2" high density foam mattress, convoluted foam (egg crate style) wrapped in antimicrobial/soil resistant triple layer vinyl.
Must have a wheelchair transferable height of 18".
Must have a deck area of approximately 32" x 80".
Must have open dimensions of approximately 32" W x 82" L x 18" H.
Must have detachable stow on board safety rails.
Must have detachable stow on board IV pole
Must have the weight capacity of a minimum of 450 lbs.
All materials must meet or exceed 16 CFR 1633 for flammability.
GROUP C – SPECIAL NEEDS BARIATRIC COT
Must have aluminum folding frame.
Must have reinforced decking with reinforced hook-and-loop springs.
Must have four (4) heavy duty leg locks.
Must have two (2) position Tredenburg foot elevator.
Must have five (5) position head elevator with locking cord.
Must have extra wide (more than 2") X approximately 24" long (or longer) patient restraint straps. Straps must be attached to either side of cot and tied underneath during storage.
Must have 2" high density foam mattress, convoluted foam (egg crate style) wrapped in antimicrobial/soil resistant triple layer vinyl.
Must have a wheelchair transferable height of 22".
Must have a deck area of approximately 38" x 84."
Must have open dimensions of approximately 38" W x 84" L x 22" H
Must have the working capacity of 700 lbs.
Must have the combined spring stretch resistance of 9,576 lbs.
Must have detachable stow on board safety rails.
Must have detachable stow on board IV pole.
All materials must meet or exceed 16 CFR 1633 for flammability.

**ATTACHMENT B
PRICE PAGE
SPECIAL NEEDS SHELTER COTS**

A multiple award will be made to the responsive, responsible Respondent(s) offering the lowest grand total, per Group, for the items requested in this ITB, including inside delivery, FOB destination. Respondents are not required to bid on all Groups; however, all specifications within a Group must be met to be considered responsive to the Group(s) bid.

Unit price will control in the case of mathematical error(s).

The below prices submitted by the Respondent are all inclusive. There must be no additional costs charged to the Department for work performed under this Bid.

No changes should be made to the format of this price page.

Group	Description	Unit Price	Estimated Quantity	Grand Total Price
A	Special Needs Functional Cot	\$ _____	70	\$ _____
B	Special Needs Oversized Cot	\$ _____	70	\$ _____
C	Special Needs Bariatric Cot	\$ _____	35	\$ _____

Respondent Name: _____

Respondent Mailing Address: _____

City, State, Zip: _____

Phone: _____ **Fax Number:** _____

E-Mail Address: _____

Federal Employer Identification Number (FEID): _____

BY AFFIXING MY SIGNATURE ON THIS BID TITLE PAGE, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISIONS, AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001.

I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and any resulting Contract including those contained in the Department's Order Terms and Conditions.

Signature of Authorized Representative: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of this Bid. Documentation establishing delegated authority must be included with the Bid if signed by someone other than the authorized representative.

**ATTACHMENT C
PRIOR EXPERIENCE AND CONTRACT DISPUTE REPORTING FORM
SPECIAL NEEDS SHELTER COTS**

The document is to be used by the Respondent to certify information related to 1 year of prior performance related to the scope of this Bid and contract disputes the Respondent (including its affiliates, subcontractors, agents, etc.) has had with any such customer(s) within the last five years.

Customer	
Commodity/Service Provided	
Contract/Agreement #	
Term of Contract/Agreement	
Contact Person Name	
Contact Person E-mail address	
Contact Person Phone number	

Customer	
Commodity/Service Provided	
Contract/Agreement #	
Term of Contract/Agreement	
Contact Person Name	
Contact Person E-mail address	
Contact Person Phone number	

Customer	
Commodity/Service Provided	
Contract/Agreement #	
Term of Contract/Agreement	
Contact Person Name	
Contact Person E-mail address	
Contact Person Phone number	

**ATTACHMENT C
PRIOR EXPERIENCE AND CONTRACT DISPUTE REPORTING FORM
SPECIAL NEEDS SHELTER COTS**

Within the last five years, did Respondent have any contract disputes?

Yes No

If yes, complete the following information:

Customer Name:	_____
Contract Number(s):	_____
Date of Contract Dispute:	_____

Explanation of Dispute:

Resolution of Dispute:

Amount of Fine (if any): _____

By signing this document, I certify to the best of my knowledge that the information presented herein is true, accurate, and complete for contract disputes experienced during the last five years from the date of signature.

Authorized Representative Signature

Date

**ATTACHMENT C
PRIOR EXPERIENCE AND CONTRACT DISPUTE REPORTING FORM
SPECIAL NEEDS SHELTER COTS**

Additional contract dispute information can be documented on page two of this form and subsequent copies of page two as needed.

Customer Name:	_____
Contract Number(s):	_____
Date of Contract Dispute:	_____

Explanation of Dispute:

Resolution of Dispute:

Amount of Fine (if any): _____

**ATTACHMENT D
STATEMENT OF NON-COLLUSION
SPECIAL NEEDS SHELTER COTS**

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject Contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant Bid, proposal or reply. This Bid, proposal or reply is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Florida Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department. I certify I have full authority to legally bind Respondent to the provisions of this Bid, proposal or reply.

Signature of Authorized Representative*

Date

*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by someone other than the President, Chairman or owner.

**ATTACHMENT E
RESPONDENT CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
SPECIAL NEEDS SHELTER COTS**

Respondent Name: _____

Respondent Mailing Address: _____

City-State-Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Name" is 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. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Signature of Authorized Representative*: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by someone other than the President, Chairman or owner.

**ATTACHMENT F
IDENTICAL TIE CERTIFICATION FORM
SPECIAL NEEDS SHELTER COTS**

Respondent Name: _____

Respondent Mailing Address: _____

City-State-Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Chapter 287, Florida Statutes, provide Respondents the advantage of “tie breakers” whenever two or more bids, proposal, or replies received by an agency are equal with respect to price, quality, and service. For a Respondent to take advantage of the below “tie breakers,” it must meet the statutory qualifications for one or more of these provisions and certify that it qualifies for the cited preference.

If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and hold the awarded Respondent liable for costs associated with re-procuring the services. The Respondent certifies that below preferences apply:

Yes	No	Applicable Certification
		<u>Certified Minority Business Enterprise:</u> This Bid is from a certified minority-owned firm or company in accordance with sections 287.057(11) and 287.0943, Florida Statutes.
		<u>Certified Veteran Business Enterprise:</u> This Bid is from a certified veteran business enterprise in accordance with section 295.187, Florida Statutes.
		<u>Drug Free Workplace:</u> This Bid is from a Respondent that currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes.
		<u>Foreign Manufacturer (This preference only applies to State procurements of commodities):</u> This Bid is from a foreign manufacturer with a factory in Florida employing over 200 employees in the State in accordance with section 287.092, Florida Statutes.
		<u>Preference to Florida Business (This preference only applies to State procurements of personal property:</u> This Bid is from a vendor who meets the requirements of section 287.084, Florida Statutes.
		This Proposal is from a Respondent that is not eligible for any of the above preferences.

Additional Tie Breaker Criteria: If more than one Respondent is entitled to the certified veteran business enterprise preference specified in section 295.187, Florida Statutes or another preference identified above that is applicable to this solicitation, the Department will award the Contract to the business having the smallest net worth as specified in section 295.187(4), Florida Statutes. The Respondent certifies its net worth is: _____.

**ATTACHMENT F
IDENTICAL TIE CERTIFICATION FORM
SPECIAL NEEDS SHELTER COTS**

As the person authorized to sign this statement on behalf of the Respondent, I certify that this Bid complies fully with the above requirements.

Signature of Authorized Representative*: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of the Proposal, Reply or Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Proposal, Reply or Bid, if signed by someone other than the President, Chairman or owner.

SAMPLE