

TITLE PAGE
FLORIDA DEPARTMENT OF HEALTH
DOH 19-052



INVITATION TO BID (ITB)
FOR
Inspection Equipment and Training

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, through its Bureau of Radiation Control, to obtain competitive prices for x-ray measurement systems, additional x-ray measurement sensors, scatter probes, and maintenance agreements for each of the above-mentioned items.

1.2. Legal Authority

Section 404.22, Florida Statutes.

1.3 Scope of Services

A detailed **Specification Page** for this solicitation is provided as a **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:

Application Programming Interface (API): Interface or communication protocol between different parts of a computer system designed to enable programs to interact with other programs or the drivers of computer hardware or peripherals.

Area Managers: The Department's Bureau of Radiation Control's field inspection office managers.

Base Unit: A unit that can collect, store, display, and analyze measurement data from a measurement sensor.

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.

C++: Computer programming language standardized by the International Organization for Standardization (ISO), with the latest standard version ratified and published by ISO in December 2017 as ISO/IEC 14882:2017/.

C#: Computer programming language approved as an international standard by the European Computer Manufacturers Association (ECMA-334) and International Standards Organization (ISO/IEC 23270:2018).

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.

IEC: International Electrotechnical Commission

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.

Non-proprietary Power Connection: Readily available commercial connectors that are recognized by standards groups like the Institute of Electrical and Electronics Engineers.

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

RadCal Rapidose X-ray Measurement Unit: RadCal UMPC and RAPD-W sensor as described in <https://radcal.com/download/2960/> and in https://perlamar.ie/wp-content/uploads/pdf/radcal/Ion_Chambers_Misc_Meters/Radcal_Rapidose.pdf (links were valid as of 01/07/2020). .

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.

Scatter Probe: A sensor that detects scattered radiation for the purpose of measuring exposure rate from the scattered radiation and projecting cumulative exposure values used in determinations of regulatory compliance with radiation safety standards. The sensor referenced in this ITB is specific to the measurement of scattered photon radiation generated from a radiation machine operating in the energy range of 40 to 150 kilovolts.

Scatter Radiation: Radiation initially scattered from the beam of the radiation producing machine by objects in the beam and then subsequently scattered by matter outside the beam.

Sensor: A passive or active device that detects events or changes in its environment and send the information to other electronics. The sensor referenced in this ITB is specific to the measurement of photon radiation generated from a radiation machine operating in the energy range of 40 to 150 kilovolts.

Test Stand Equipment: Equipment used to position the sensor in the radiation beam of the radiation machine to allow the sensor's position to be controlled.

Train the Trainer Instruction: Training that provides trainees the best ways to deliver training to others on the covered subject matter.

Unfors Xi X-ray Measurement Unit: Raysafe Xi base unit and Raysafe Xi R/F detector as described at <https://www.raysafe.com/products/x-ray-test-equipment/raysafe-xi/support> (link was valid as of 01/07/2020).

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.

Visual Basic: Computer programming language from Microsoft.

Windows Visual Studio: An integrated development environment from Microsoft. It is used to develop computer programs, as well as websites, web apps, web services, and mobile apps.

X-Ray Measurement Sensor: A sensor that can detect and measure photon radiation in the energy range of 40 to 150 kiloelectronvolts.

X-Ray Measurement System: Equipment used to measure, characterize, and evaluate the radiation emitted from a radiation machine where the radiation is photon radiation in the range of 40 to 150 kiloelectronvolts. For the purpose of this ITB, the x-ray measurement system must be comprised of two parts, an x-ray measurement sensor and a separate base unit.

Where there is a conflict between a definition in this solicitation, **Section 1.5**, above, and the definition in the **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: **Brent Tambourine**
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Email: brent.tambourine@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 six months from May 15, 2020 or the Contract execution date whichever is later, The Contract resulting from this ITB is contingent upon availability of funds.

2.4 Renewal

The Contract resulting from this solicitation may be renewed. Renewals may be made on a yearly basis for no more than three years beyond the initial Contract, or for the term of the original Contract, whichever is longer. Renewals must be in writing, subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Renewals are contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and are subject to the availability of funds. For purposes of this ITB, only the Maintenance Agreement is subject to renewal.

2.5 Timeline

Due to the Public Health Emergency surrounding COVID-19, the Department will not conduct any public bid openings until further notice. In lieu of conducting public openings, the public will be permitted to join the openings via teleconference. The teleconference information has been provided in the Timeline below. In addition, the bid opening will be audio recorded to meet the public records requirements of Chapter 119, Florida Statutes and made available upon receipt of any public records request.

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
ITB Advertised / Released	May 4 , 2020	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Questions Submitted in Writing	Must be received PRIOR TO: May 7, 2020, 5:00 p.m. Eastern Time	Submit to: Florida Department of Health Central Purchasing Office Attention: Brent Tambourine Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 E-mail: brent.tambourine@flhealth.gov
Answers to Questions (Anticipated Date)	May 8, 2020	Posted to Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Bids Due	Must be received PRIOR to: May 15, 2020 2:00 p.m. Eastern Time	Submit to: Florida Department of Health Central Purchasing Office Attention: Brent Tambourine Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Sealed Bids Opened	May 15, 2020 at 2:00 p.m., Eastern Time	<u>PUBLIC OPENING</u> Teleconference Number: 1(888) 585-9008 Participate Code: 383-707-439
Anticipated Posting of Intent to Award	May 16, 2020	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu

2.6 **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.

2.7 **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 2.5**. Verbal questions or those submitted after the period specified in **Section 2.5** will not be addressed.

Answers to questions submitted in accordance with **Section 2.5** will be posted on the VBS.

2.8 **Basis of Award**

A single award will be made to the responsive, responsible Respondent offering the lowest grand total for the commodities and services requested in this ITB including delivery, FOB destination. The Department reserves the right to not make an award under this ITB, as determined to be in the best interest of the State.

2.9 **Identical Scoring Outcomes**

In the event the Department's evaluation results in identical scoring outcomes between two or more Respondents, the Department will provide the **Identical Tie Certification, Attachment F**, form for the affected Respondents to complete. If one or more Respondents are entitled to the certified veteran business enterprise preference specified in section 295.187, Florida Statutes, and one or more business entitled to this preference or another preference provided by law submit bids, proposals, or replies for procurement of commodities or contractual services which are equal with respect to all relevant considerations, including price, quality, and service, the Department will award the procurement or contract to the business having the smallest net worth. If one or more Respondents has the certified veteran preference, it and any other vendor entitled to another preference provided by law will be requested by the Department to submit Respondents net worth.

In the event the Department is unable to select a Respondent using the Tie Breaker Criteria specified in Attachment F, and the net worth criteria above, or if the net worth criteria above does not apply, then, the affected Respondent(s) name will be placed in a container for the Department's Procurement Officer to randomly select the awardee of this solicitation. The date, time, and location will be posted on VBS.

2.10 Modifications and Withdrawal

A Respondent may modify or withdraw its Bid at any time prior to the submittal deadline, as specified in **Section 2.5**, 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.

2.11 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.

2.12 Contract Formation

The Department will enter into a Contract with the awarded Provider pursuant to **Section 2.8**, Basis of Award. The Contract 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, or courier to the location indicated in **Section 2.5, 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 2.5, Timeline**.
- 3.2.10 Bids must be received by the date and time specified in **Section 2.5, Timeline**.
- 3.2.11. The Department's clocks 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 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).

3.8 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 2.5**. Any Bid which does not contain the information below will be deemed non-responsive to this ITB:

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

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

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

3.8.3.1 Attachment C must reflect the Respondent having a minimum of three years of experience manufacturing equipment used to measure and evaluate x-ray beams in the energy range of 30 to 150 kilovolt and provide documentation demonstrating equipment stability and reliability according to the standards specified in Attachment A, Specification Page.

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

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

3.9 Late Bids

The Procurement Officer must receive Bids pursuant to this ITB no later than the date and time specified in **Section 2.5**. Bids that are not received by the date and time specified will not be considered.

3.10 Florida Preference

A Respondent whose principal place of business is outside the state of Florida must include with its Bid a written opinion of an attorney at law licensed to practice law in that state, as to the preferences, if any or none, granted by such state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts as specified in section 287.084, Florida Statutes

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 F.**

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 Contract execution. The Department retains the right to ask for verification of compliance before Contract 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 Contract, 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 Leon 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 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(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 Contract resulting from this ITB and entitles the Department to unilaterally terminate the Contract.

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 Contract or longer as may be required by any renewal or extension of the Contract. 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 Contract 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, 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 2.5, 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 PAGE

A. Background

The Department's Bureau of Radiation Control conducts inspections of radiation machines used in medicine to verify their compliance with Florida Statutes and administrative code. These inspections require the use of an x-ray measurement system that 1) evaluates the radiation machine's beam quality, reproducibility, and accuracy in energy; and 2) measures the secondary scattered energy from the radiation machine's beam. Currently, the Department uses an x-ray measurement system to collect measurements that displays the results of the measurements on an integrated display and inspectors manually transcribe the measurements onto paper forms or into computer-based forms.

B. Scope of Work

Provide 36 x-ray measurement systems, four additional x-ray measurement sensors, and five scatter probes that meet the product specifications below along with five initial trainings and one follow-up training on operating the equipment.

C. Product Specifications

Provider must provide 36 x-ray measurement systems, four additional x-ray measurement sensors, and five scatter probes that meet the following product specifications.

1. Each x-ray measurement system must:
 - a. Provide standalone measurements with the measurement results displayed for human transcription onto paper forms or into computer-based systems;
 - b. Provide standalone measurements specified in Section C.3.g below, including a date and time stamp, stored in the x-ray measurement system that can be later transferred to a computer-based system;
 - c. Provide connected operation where measurement results can be captured by a computer-based system and transferred into an inspection database system in real time as measurements are made;
 - d. Be comprised of two parts:
 - (1) An x-ray measurement sensor that can be placed in the beam of the radiation producing machine; and
 - (2) A base unit that can collect measurement data from the x-ray measurement sensor from a position protected from the beam of the radiation producing machine and scattered radiation;
 - e. Come with two communication cables to connect the x-ray measurement sensor and base unit. One communication cable must be a minimum of 1.5 meters in length and no longer than 2.5 meters, and the second communication cable must be a minimum of 8 meters and no longer than 10 meters in length;

**ATTACHMENT A
SPECIFICATIONS PAGE**

- f. Be auto ranging such that it will automatically configure itself between the analysis of radiographic, fluoroscopic, and dental x-ray systems based on the radiation detected;
- g. Use non-proprietary power connections and sources. All other connections between parts of the x-ray measurement system must be made using readily available commercial parts;
- h. Be a stand-alone battery-operated measurement system with battery charger and be able to be used for 10 hours without recharging assuming 50 percent operational and sampling time and 50 percent stand by time;
- i. Export real-time exposure values using an API and Windows 10 drivers when connected to a Windows 10 computer. The API must include functions callable from an application developed using the latest Microsoft .Net framework and computer languages commonly used in Microsoft Visual Studio development environments such as Visual Basic, C# or C++;
- j. Include test stand equipment that will position the x-ray measurement sensor for regulated table-top and vertical set-up of both radiographic and fluoroscopic testing;
- k. Include a case, as small and lightweight as practicable, that can hold the following equipment: the x-ray measurement sensor, the base unit, all cables, a power supply, the test stand, and any ancillary parts. The case must protect the equipment, be robust enough for daily use and travel, and protect the equipment such that the equipment can withstand a three-meter drop without performance degradation or physical system damage;
- l. Does not require a physical display screen and must be able to connect to a windows computer providing real-time measurements to the computer;
- m. Maintain a driver and API for the current Windows operating system and its successors at no additional charge for a period of 10 years; and
- n. At least 5 of the x-ray measurement systems must include the ability to measure scatter radiation using a scatter probe.
 - (1) Scatter measurements that evaluate radiation worker exposure from scattered radiation resulting from the shielding used to protect operator positions, and
 - (2) Measurements to determine x-ray beam compliance with 21 CFR Part 1020 (Performance Standards for Ionizing Radiation Emitting Products) for both mammography and computed tomography equipment.

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SPECIFICATIONS PAGE**

The purpose for inclusion of these measurement capabilities within this ITB is to ensure the Department has the ability to expand the use of the equipment purchased at a later date.

2. All x-ray measurement sensors and base units must work interchangeably with any other sensor or base unit provided as part of this bid. All scatter probes and base units must work interchangeably with any other scatter probe or base unit provided as part of this bid.
3. Each x-ray measurement sensor must:
 - a. Be capable of performing analysis of radiation produced by radiographic, fluoroscopic, and dental x-ray systems;
 - b. Be connected to a base unit and communicate to the base unit by a removable communication cable as specified in Section C.1.e., above;
 - c. Not have a directional dependency in the measurement of the radiation source other than it may require a specific side to face the radiation source. The x-ray measurement sensor must have 360 degree rotational measurement isotropy around a vector perpendicular to the surface required to face the radiation source;
 - d. Be small enough to be held against a vertical surface using non-marring 1-inch painter's tape, 10 inches in length for a period of 20 minutes;
 - e. Be able to withstand a 1.3-meter drop onto a hard surface such as concrete or ceramic tile without any performance degradation;
 - f. Be able to handle exposure to radiation without degradation in measurement outside the stated specifications of the ITB for a period of 12 years;
 - g. Be able to provide data to the base unit in order to:
 - (1) Measure kilovolt peak (kVp) from 45 to 150 kVp, within +/- 2 percent;
 - (2) Measure exposure time starting at 1 millisecond up to 600 seconds within +/- 1 percent or +/- .33 millisecond whichever is greater;
 - (3) Measure peak and average dose rate from 1 nanoGray/second up to 200 milliGrays/second during exposure within +/- 5 percent;
 - (4) Measure total exposure dose from 200 nanoGray to 100 Gray within +/- 5 percent;
 - (5) Measure dose rate from exposure from 200 nanoGray/second to 200 milliGray/second within +/- 5 percent;

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- (6) Measure half value layer of beam filtration from 1.3 to 13 millimeter Aluminum within +/- 10 percent;
 - (7) Detect and record pulses at a frequency of 1 to 120 hertz;
 - (8) Detect, measure, and resolve an exposure of 1 millisecond duration; and
 - (9) Measure and display the exposure wave form.
4. Each base unit must:
- a. Be capable of performing an analysis of radiation produced by radiographic, fluoroscopic, and dental x-ray systems;
 - b. Be capable of performing an analysis of mammography and computed tomography systems using additional x-ray measurement sensors to be purchased outside this ITB as necessary;
 - c. Be connected to an x-ray measurement sensor and communicate to the x-ray measurement sensor by a removable cable;
 - d. Display all readings on a single readout panel;
 - e. Have sufficient onboard memory to store the data from a minimum of 100 measurements. Each measurement stored must include a date and time stamp;
 - f. Have a display that is bright, backlit, and able to be read in all lighting conditions; and
 - g. Connect to a windows computer via USB for data transfer and communication.
5. Each scatter probe must:
- a. Be capable of working with the base unit to measure a minimum total exposure of 10 nanoGray;
 - b. Be able to connect and communicate to the base unit by removable cable;
 - c. Have a minimum range of photon detection from 30 to 120 kiloVolts;
 - d. Have a maximum energy dependency of +/-10 percent over photon detection range; and
 - e. Be able to detect a minimum dose rate of 0.1 microGray per hour.

**ATTACHMENT A
SPECIFICATIONS PAGE**

6. Provider must submit documentation prior to the Department taking ownership of equipment, that demonstrates system stability and reliability such that each x-ray measurement system can operate at least 18 months within the specification listed in paragraph C.2. Documentation must support conformance with International Electrotechnical Commission (IEC) standards.

D. Equivalent Specifications

Providers may submit “or equivalent” specifications that meet or exceed the specifications provided herein. All Bids with “or equivalent” specifications must include detailed specifications, so the Department can make an accurate comparison. The Department or its designee, at its sole discretion, will determine if the submitted specifications meet or exceed the required specifications.

E. Training

1. Provide five initial trainings, either in-person on-site or remote off-site as determined by the Department, and during business hours as follows:
 - a. The initial trainings must be conducted for the following sites:
 - (1) South Florida Inspection District
Broward County Health Department Conference Room
2421 SW 6th Avenue
Fort Lauderdale, Florida 33315
 - (2) West Florida Inspection District
University of South Florida
4042 E. Fowler Avenue
Tampa, Florida 33620
 - (3) Central Florida Inspection District
Florida Department of Health
Bureau of Radiation Control
2044 All Children’s Way
Orlando, Florida 32818
 - (4) North Florida Inspection District
Alachua County Health Department
224 SE 24th Street
Gainesville, Florida 32641
 - (5) Headquarters Office
Florida Department of Health
Bureau of Radiation Control
4042 Bald Cypress Way
Tallahassee, Florida 32399-1741
 - b. The initial trainings must use a hands-on approach and provide any and all Systems and Operations Manuals and paper copy, CD, or electronic

**ATTACHMENT A
SPECIFICATIONS PAGE**

documentation, or slides to familiarize assigned Department staff with the proper operation of the x-ray measurement systems.

- c. Initial trainings must be held during the next quarterly regional staff meeting, as scheduled by the Department, after delivery of the x-ray measurement systems and for a period of four hours, at no additional cost to the Department.
 - d. The initial trainings must be structured so that assigned Department staff are proficient in correctly setting up, configuration, and operating the x-ray measurement system.
2. Provider must provide one follow-up, either in-person on-site or remote off-site as determined by the Department, training at no additional cost to the Department as follows:
- a. The follow-up training must be a one-day event provided for the following site: Florida Department of Health Bureau of Radiation Control office at 2100 All Children's Way, Orlando, Florida 32818;
 - b. The follow-up training must be provided approximately 1 to 2 months after the fifth initial training, as scheduled by the Department, to assist inspectors having any difficulty with the x-ray measurement systems, and to provide area managers with train the trainer instruction so that the area managers will be able to train new inspectors hired in the future; and
 - c. Provider must provide training guides, highlighting key components of the follow-up training session.

F. Literature

Technical documentation is required to be provided with Provider's Bid to demonstrate compliance of the product bid with applicable technical requirements of this ITB. All Bids must meet or exceed all specifications of this ITB.

G. Manuals

Provider must furnish Systems and Operations Manuals upon delivery of the x-ray measurement systems at no additional cost to the Department.

H. Warranty

A minimum of a one-year warranty from the date of equipment receipt, against defective material, workmanship and failure to perform is required for all x-ray measurement systems and additional x-ray measurement sensors. Replacement of all defective parts found within the warranty period will be made without cost to the Department and will begin at the time the Department takes ownership of the equipment purchased in this solicitation. Warranty will be delivered at the time of order execution.

**ATTACHMENT A
SPECIFICATIONS PAGE**

I. Maintenance Agreement

In addition to the warranty, the Department will purchase a maintenance agreement to cover damages or repairs to all x-ray measurement systems that includes annual calibration, connectors, dysfunctional units of meter or system functionality. Calibrations must be traceable to applicable United States National Institute for Standards and Technology or European Union recognized standards. The maintenance agreement will take effect when the initial warranty period ends. The maintenance agreement will be for a period of one-year with the option to renew up to three years. Refer to **Attachment B, Price Page**.

J. Inside Delivery

All x-ray measurement systems, four additional x-ray measurement sensors, and the five scatter probes requested in this ITB must be delivered inside, FOB destination by June 15, 2020, at the following address:

Bureau of Radiation Control
Attn: Clark Eldredge
4042 Bald Cypress Way, Room 210D
Tallahassee, Florida 32399-1741

Due to COVID-19, the successful Provider will arrange the scheduling of delivery with the Contract Manager.

K. Method of Payment

1. A purchase order will be issued to the Contractor.
2. The method of payment for this purchase order is unit rate.
3. The Contractor will not receive payment in advance for goods or services described in this scope of work.
4. The Contractor must submit an invoice upon completion of all deliverables that provides a detailed accounting of the deliverables performed during the invoice period for which payment is being requested.

**ATTACHMENT B
PRICE PAGE**

A single award will be made to the responsive, responsible Respondent offering the lowest grand total for the commodities requested in this ITB, including delivery, and FOB destination.

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

The below prices submitted by the Respondent are all inclusive. The Department reserves the right to purchase additional units at the unit price specified below for any additional quantities ordered beyond the estimated minimum, subject to the availability of funds. There must be no additional costs charged to the Department for work performed under this Bid.

In exchange for a reduced unit price, the Department has 39 Unfors XI's and 5 RadCal Accu-Pro units available for trade-in. If the Provider chooses to select Option 2 pricing below, the units will be made available to the Provider for pickup upon delivery as specified in Attachment A, Section J.

NOTE: Unit price for X-Ray Measurement System Base units should be specified for one option: with trade-in or without trade-in.

Changes must not be made to the format of this price page.

Equipment	Unit Price	Estimated Minimum Quantity	Total Price
Option 1 <input :<br="" type="checkbox"/> X-Ray Measurement System Base units complete with X-Ray measurement sensors (Price must include the five initial trainings) – with trade-in	\$ _____	36	\$ _____
Option 2 <input :<br="" type="checkbox"/> X-Ray Measurement System Base units complete with X-Ray measurement sensors (Price must include the five initial trainings) – without trade-in	\$ _____	36	\$ _____
X-Ray Measurement Sensor	\$ _____	4	\$ _____

**ATTACHMENT B
PRICE PAGE**

Scatter Probes	\$ _____	5	\$ _____
Equipment Total			\$ _____
Initial Annual Maintenance Agreement	Unit Price	Quantity	Total Price
Initial Maintenance Agreement for all base units, sensors, and scatter probes	\$ _____	1	\$ _____
Initial Term Maintenance Agreement Total			\$ _____

Renewal for Annual Maintenance Agreement	Unit Price	Quantity	Total Price
1 st year renewal of Maintenance Agreement for all base units, sensors, and scatter probes	\$ _____	1	\$ _____
2 nd year renewal of Maintenance Agreement for all base units, sensors, and scatter probes	\$ _____	1	\$ _____
3 rd year renewal of Maintenance Agreement for all base units, sensors, and scatter probes	\$ _____	1	\$ _____
		Renewal Total	\$ _____

**ATTACHMENT B
PRICE PAGE**

<p style="text-align: right;">Grand Total</p> <p>(Equipment Total + Initial Term Maintenance + 1st, 2nd, and 3rd year maintenance renewals)</p>	<p>\$ _____</p>
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**ATTACHMENT C
PRIOR EXPERIENCE AND CONTRACT DISPUTE REPORTING FORM**

The document is to be used by the Respondent to certify information related to **three** years 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 Provide	
Contract/Agreement #	
Term of Contract/Agreement	
Contact Person Name	
Contact Person e-mail address	
Contact Person Phone number	

Customer	
Commodity/Service Provide	
Contract/Agreement #	
Term of Contract/Agreement	
Contact Person Name	

**ATTACHMENT C
PRIOR EXPERIENCE AND CONTRACT DISPUTE REPORTING FORM**

Contact Person e-mail address	
Contact Person Phone number	

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): _____

**ATTACHMENT C
PRIOR EXPERIENCE AND CONTRACT DISPUTE REPORTING FORM**

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

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**

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**

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

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.

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: _____

ATTACHMENT F, IDENTICAL TIE CERTIFICATION FORM

*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.