# TITLE PAGE FLORIDA DEPARTMENT OF HEALTH DOH19-001



# INVITATION TO BID (ITB) FOR

### **Newborn Screening Specimen Collection Card**

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Nespondent 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, READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISION ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED F	NS AND SPECIFICATIONS AND
I hereby certify that my company, its employees, and its prince terms, conditions, provisions and specifications during the resulting Contract including those contained in the <b>Departmen</b>	competitive solicitation and any
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. This usually is the President, Chairman of the Board, or owner of the entity. 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 the printing of Newborn Screening Specimen Collection Card, Form DH 677.

#### 1.1.1 Legal Authority

Chapter 287, Florida Statutes and Section 383.14, Florida Statutes.

#### 1.2 Scope of Services

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

#### 1.3 <u>Incorporation by Reference</u>

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.

#### 1.4 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:

**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.

Clinical and Laboratory Standards Institute (CLSI): A volunteer-driven, membershipsupported, not-for-profit, standards development organization. CLSI promotes the development and use of voluntary laboratory consensus standards and guidelines within the health care community.

**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.

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.

**Newborn Screening Quality Assurance Program (NSQAP):** A program managed by the Centers for Disease Control and Prevention (CDC) Newborn Screening and Molecular Biology Branch to enhance and maintain the quality and accuracy of newborn screening results. The program provides training, consultation, proficiency testing, guidelines, and materials to state public health laboratories and other laboratories responsible for newborn screening in the United States and many other countries.

**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.

**Vendor Bid System (VBS):** Refers to the State of Florida's internet-based vendor information system, which is available at: <a href="http://myflorida.com/apps/vbs/vbs\_www.main\_menu">http://myflorida.com/apps/vbs/vbs\_www.main\_menu</a>.

Where there is a conflict between a definition in this solicitation, **Section 1.4**, 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:

#### Bill Zimmerman

Florida Department of Health Attention: Bill Zimmerman 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 Email: bill.zimmerman@flhealth.gov

#### 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 three years, from an anticipated Contract start date, of July 1, 2019 or the Contract execution date whichever is later, subject to renewal as identified in **Section 2.4**. 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.

#### 2.5 <u>Timeline</u>

EVENT	DUE DATE	LOCATION
ITB Advertised / Released	May 21, 2019	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 29, 2019 1:00 P.M. EST	Submit to: Florida Department of Health Central Purchasing Office Attention: Bill Zimmerman Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 E-mail: bill.zimmerman@flhealth.gov
Answers to Questions (Anticipated Date)	June 4, 2019	Posted to Vendor Bid System at: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Sealed Bids Due	Must be received PRIOR to: June 11, 2019 2:30 P.M. EST	Submit to: Florida Department of Health Central Purchasing Office Attention: Bill Zimmerman Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Sealed Bids Opened	June 11, 2019 3:00 P.M. EST	PUBLIC OPENING Submit to: Florida Department of Health Central Purchasing Office Attention: Bill Zimmerman Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Anticipated Posting of Intent to Award	June 17, 2019	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.

The Department may answer any questions at the pre-bid conference or defer them to a later date as identified in **Section 2.5**. Only written answers are binding.

#### 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 items requested in this ITB including delivery, FOB destination.

#### 2.9 Identical Tie Bids

In the event that the Department's evaluation results in identical scoring outcomes between Respondents, the Department will determine the award based on the affected Respondents submitted **Identical Tie Certification Form, Attachment F**. Based on this form, the Department will give the award to a Respondent if it is a certified minority-owned (including women-owned) or veteran-owned business. If more than one Respondent is entitled to this preference, the preference will be given to the Respondent that is a qualifying business with the smallest net worth, consistent with section 295.187(4)(b), Florida Statutes. If the award cannot be decided based on this preference, the Department will apply the criteria identified in sections 287.082, 287.087, and 287.092, Florida Statutes, in that order of precedence.

#### 2.10 Modifications, Withdrawal, and Resubmittal

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 questioning information (i.e. 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 must 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**, 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 <a href="http://dms.myflorida.com/content/download/2934/11780">http://dms.myflorida.com/content/download/2934/11780</a>.

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

#### 3.2 <u>Instructions for Submittal</u>

- 3.2.1. Respondents must complete, sign, and return the "Title Page" with their Bid submittal. (Mandatory Requirement)
- 3.2.2 Respondents must complete and return the **Price Page (Attachment B)** with their Bid submittal. **(Mandatory Requirement)**
- 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 2.5., Timeline. (Mandatory Requirement)**
- 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 and the 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 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 response.

#### 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.

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Invitation to Bid

Newborn Screening Specimen Collection Card

#### 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)

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

#### 3.6 Documentation

Respondents must complete and submit the following information or documentation as part of their Bid:

#### 3.6.1 Minimum Qualifications

Must have at least five years' experience producing Newborn Screening Quality Assurance Program approved newborn screening specimen collection cards.

#### 3.6.2 References

Respondents must provide contact information for three entities Respondent has provided commodities or services of a similar size and nature of those requested in this solicitation. Respondents must use the **Reference Form (Attachment C)** of this ITB to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of Respondent's responsibility. The Department's determination is not subject to review or challenge.

#### 3.6.3 Description of Contract Disputes

Respondent must identify all contract disputes the Respondent (including its affiliates, subcontractors, agents, etc.) has had with any 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 **Attachment G**, **Contract Dispute Reporting Form for Respondent**, for further details. 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:

3.6.3.1	Identification by the contract customer that the Respondent was in default or breach of a duty or performance under the contract.		
3.6.3.2	An issuance of a	a notice of default or breach.	
3.6.3.3		nt of any fines or direct, consequential, or liquidated such contracts.	
3.6.3.4	For each dispinformation:	pute, the Respondent must list the following	
	3.6.3.4.1 Id	dentify the contract to which the dispute related	
	3.6.3.4.2 E	Explain what the dispute related to; and	
	3.6.3.4.3 E	Explain whether and how the dispute was resolved.	
3.6.3.5		such contract disputes, the Respondent must nent confirming this fact under this title in its	

#### 3.6.4 Recycled Content

Pursuant to section 283.32(2), Florida Statutes, Respondent must certify in writing on the **Price Page (Attachment B)** the percentage of recycled content of the material used for printing. Respondent may certify that the material contains no recycled content.

#### 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 returned with Bid submittal. (Mandatory Requirement)
- 3.8.2 Price Page (Attachment B), must be completed as specified in Section 3.5.
- 3.8.3 References Form (Attachment C) must be completed as specified in Section 3.6.2.
- 3.8.3 Statement of Non-Collusion (Attachment D) must be completed as specified.
- 3.8.4 Respondent Certification Regarding Scrutinized Companies Lists (Attachment E) must be completed as specified.
- 3.8.5 **Identical Tie Certification Form (Attachment F)** must be completed as specified in **Section 2.9**.
- 3.8.6. Contract Dispute Reporting Form For Respondent (Attachment G) must be completed as specified in Section 3.6.3.

#### 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.

#### **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 <a href="http://dms.myflorida.com/content/download/2933/11777">http://dms.myflorida.com/content/download/2933/11777</a>.

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 (**Attachment E**) Form.

#### 4.3 Conflict of Interest

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.

#### 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 successful Provider to have appropriate registration may result in withdrawal of Contract award.

#### 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 successful 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 <u>Minority, Women, Service-Disabled Veteran, and Service-Disabled Veteran</u> Business Participation

The Department encourages minority, women, service-disabled veteran, and veteranowned business enterprise participation in all its solicitations.

#### 4.7 **Subcontractors**

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

#### 4.8 Indemnification

Respondent 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.

#### 4.9 Order

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

Use of the Order is mandatory for Department Orders issued in MyFloridaMarketplace as they contain the basic clauses required by law. The terms and conditions contained in the Order Terms and Conditions are non-negotiable. The State of Florida, Department of Health, Order Terms and Conditions are located at:

http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/ documents/DOH-Terms-and-Conditions.pdf

#### 4.10 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.

#### 4.11 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.

#### 4.12 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.

#### 4.13 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.

#### 4.14 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 2.5, 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

The following information details the specification requirements of the Department's Newborn Screening Specimen Collection Card, Form DH 677. Respondent must have prior written approval from the Department's Contract Manager for any modifications or alterations to the specifications of Newborn Screening Specimen Collection Card, Form DH 677.

#### A. Background Information:

In accordance with Chapter 383.14, Florida Statutes the Florida Department of Health, Bureau of Public Health Laboratories (BPHL) screens all newborns born in the State of Florida for metabolic, hereditary, and congenital disorders known to result in significant impairment of health or intellect, as screening programs accepted by current medical practice become available and practical in the judgment of the Department. The Department screens approximately 275,000 newborns annually and requires the use of Newborn Screening Specimen Collection Card, Form DH 677, to collect blood sample and corresponding pertinent information. The Department is seeking a vendor to print and deliver these forms throughout the term of contract resulting from award of this ITB. The estimated quantity required is 400,000 forms annually. See Attachment H as an example for the Newborn Screening Specimen Collection Card, Form DH 677.

#### B. **Product Specifications:**

- 1. Overall Card Dimensions and General Requirements:
  - Size: 4 1/4" (height) x 14 7/16" (width) (±1/16")
  - Expiration date must be at least 3 years from the date of printing and must be printed in red PMS 185 on the front side of both part 1 – 125# White Super Bright Tag and part 2 - Cassette.

#### 2. Printing Specifications:

- a. Part 1 125# White Super Bright Tag:
  - Size: 4 1/4" (height) x 14 7/16" (width) (±1/16")
  - Print all boxes and circles for demographics in red Pantone Matching System (PMS) 185 ink.
  - Print all demographic headings and other data in black ink.
  - Print all circles, boxes, and field labels for the hearing screening and pulse oximetry areas in red PMS 185 ink.
  - Print all insurance information in red PMS 185 ink.
  - Print "STATE LAB USE ONLY" in red PMS 185 ink.
  - Print the barcode and barcode number in black ink.
  - Print "MAIL SPECIMENS TO:" in red PMS 185 ink followed by "STATE OF FLORIDA-BUREAU OF PUBLIC HEALTH LABORATORIES 1217 N. PEARL ST., JACKSONVILLE, FL 32202 (904) 791-1645" in black ink followed by the expiration date in black ink on the bottom.
  - Print "Newborn Screening Specimen Collection Card, DH 677" in black ink on the bottom.

 Print "Replaces ALL Previous Editions. Conforms to CLSI Standards. Rule 64C-7.0002, F.A.C." in black ink on the bottom.

#### b. Part 2 - Cassette :

- Size: 4 1/4" (height) x 2 1/8" (width) (±1/16"). This paper must not be trimmed or calendared in any way.
- Collection paper (filter paper): White Whatman 903, Ahlstrome 226, or a
  Department-approved equivalent. Collection paper (filter paper) must not be
  printed with a lithographic process. The printing press must be thoroughly
  cleaned and have a dedicated ink delivery system to prevent contamination.
- Print five circles measuring ½" in diameter, on the front and back, using biologically inactive black ink (e.g., Bio black 586 lnk). The biologically inactive black ink must have been tested and validated and have documentation available demonstrating that ink has no effect as a bio inhibitor.
- Collection paper (filter paper) must not be calendared (smooth and glossy) during the printing process.
- Print the expiration date in red PMS 185 ink on the front of the cassette.
- Print the lot number "REF" and barcode number in black ink on the front of the cassette.
- Print "1) Do not touch sample area" above the five circles on the front of the cassette in black ink.
- Print "2) Do not use if damaged or after expiry date." below the five circles on the front of the cassette in black ink.
- Print on the left edge of Part 1 "EXPIRED CARDS WILL BE REJECTED" in red PMS 185 ink.
- Print "STATE LAB USE ONLY" in red PMS 185 ink.

#### c. Part 3 – 125# White tag:

- Size 4 1/4" (height) x 5 15/16" (width) (± 1/16").
- Print instruction in black ink.
- Print a Biohazard symbol in red PMS 185 ink.
- Perforated at the end of Part 2.

#### 3. Manufacturing Process:

#### a. Overall Card

- Trimming must not be used to adjust the size of the card at anytime during the manufacturing process, in accordance with the CLSI.
- The filter paper portion on which the specimen is spotted must not be trimmed or compressed in any way during the manufacturing process.
- b. Part 2 Cassette:

- Pocket-glue parts 1, 2, and 3, to construct the cassette. Glue must have been tested and validated by the manufacturer and have documentation available demonstrating that the glue has no effect as a bio inhibitor.
- Glue lines around the front and back of the window and glue two extra lines parallel to the perforated edge of the cassette, front and back, between parts 1 and 2 and between parts 2 and 3.
- Glue positions: Four glue lines must run the 4 1/4" length and two glue lines must run the 2 1/8" length.
- Glue must create a four-sided gluing pattern around the cassette opening.

#### c. Parts 2 and 3 - Cassette Opening:

- Have a die cut window in Parts 2 and 3 that measures 3 3/8" in length and 1" in width and have rounded corners about 1/4" from the edge of the printed circles.
- Cassette openings in Parts 2 and 3 must register with one another when cassette is assembled.
- Tag stock shall not cover the printed circles.
- d. Rounded Corner: Ensure all parts of the cassette have rounded corners in the upper and bottom left hand corners to allow for paper orientation.

#### 4. Packaging:

- Package 100 forms per pack, sequentially by barcode number, with a loose wrap and with a label on top of each stack identifying the following:
  - Newborn Screening
  - DH-677
  - 100/wrap
  - Serial number and corresponding barcode of the first and last card
- Label the boxes or cases with the serial number and corresponding barcode of the first and last cards contained in it.

#### C. Post Printing Quality Control:

1. Barcode numbers must be sequential and cannot be duplicated

#### 2. Quality Control:

- Select samples at random from the print run after printing and collating is complete. Test the samples selected as follows:
  - Conduct a visual inspection. The print form must match approved printer's proof, dimensions must match approved printer's proof, barcode readability must be verified, printed circles must register front and back, and cassette opening must align front and back.

- Conduct performance testing for blood absorbency times, circle size, and caliper based on methods and specifications stated in the National Committee for Clinical Laboratory Standards consensus document, LA4-A4, Vol. 23, No. 21.
- Newborn Screening Specimen Collection Cards that do not meet the criteria defined by ANSI/ASQC z1.4-2003 – Sampling Procedures and Tables for inspection by Attributes (formerly MIL. STD. 105E) as it relates to the specified Acceptable Quality Level will be rejected.
- Create a list of missing numbers for the cards selected for quality control in Excel. Submit the list with the Newborn Screening Specimen Collection Cards.
- Maintain post-printing quality control data throughout the contract term. Postprinting quality control data must be available to the Department upon request.

#### D. Overrun

Overruns not to exceed 2%.

#### E. Delivery Schedule:

All items requested in this ITB must be delivered, FOB destination to the address listed:

Attention: Shipping and Receiving Section Bureau of Public Health Laboratories 1217 Pearl Street Jacksonville, FL 32202

### ATTACHMENT B PRICE PAGE

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

Unit price will control in the case of mathematical error(s). Bidder must round up to 2 decimal points.

The format of this price page must not be changed.

Initial Term Years	Description	Price Per Card (Unit Price)	Quantity	Total Price
1	Newborn Screening Specimen Collection Card, DH 677	\$	400,000	\$
2	Newborn Screening Specimen Collection Card, DH 677	\$	400,000	\$
3	Newborn Screening Specimen Collection Card, DH 677	\$	400,000	\$
	Initial Term Sub-total			\$

Renewal Years	Description	Price Per Card (Unit Price)	Quantity	Total Price
1	Newborn Screening Specimen Collection Card, DH 677	\$	400,000	\$
2	Newborn Screening Specimen Collection Card, DH 677	\$	400,000	\$
3	Newborn Screening Specimen Collection Card, DH 677	\$	400,000	\$
Renewal Sub-total			\$	

GRAND TOTAL	
(Initial Term Sub-total + Renewal Sub-total	\$

Insert \_\_\_\_\_\_% of recycled content of the material used for printing.

#### ATTACHMENT C REFERENCE FORM

#### Provider's Name:

Respondent must provide contact information for three references evidencing experience as described in **Section 3.6.2.** The Department cannot be used as a reference for this solicitation. Respondents must use this reference form to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of the Respondent's responsibility. The Department's determination is not subject to review or challenge.

	<u></u>	
	Company or Agency Name:	
	Address:	
	City, State, Zip:	
	Products or services provided:	
1.	Contract or Order Number:	
1.	Contract or Order Term (Start – End Date): mm/dd/yyyy – mm/dd/yyyy	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	Company or Agency Name:	
	Address:	
	City, State, Zip:	
	Products or services provided:	
2.	Contract or Order Number:	
	Contract or Order Term (Start – End Date): mm/dd/yyyy – mm/dd/yyyy	
	Contact Name:	
	Contact Phone:	

#### ATTACHMENT C REFERENCE FORM

	Contact Email Address:	
	Company or Agency Name:	
	Address:	
	City, State, Zip:	
	Products or services provided:	
3.	Contract or Order Number:	
	Contract or Order Term (Start – End Date): mm/dd/yyyy – mm/dd/yyyy	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	

### 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

Decreased and Names	
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 enterinto or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, 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 folding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000, or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Compa with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to section 215.473, Florida Statutes.	the rida rom 000 nies
As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified at in the section entitled "Respondent Name" is not listed on either the Scrutinized Companies with Activities Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutin Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israe understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subcompany to civil penalties, attorney's fees, and/or costs.	s ir izec el.
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

re bids, condent of these
s made, or costs oposal.
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sabled with a
ug-free inue to
Florida atutes.
nces.
omplies

\*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.

# ATTACHMENT G CONTRACT DISPUTE REPORTING FORM FOR RESPONDENT

The document is to be used by the Respondent to certify information related to contract disputes the Respondent (including its affiliates, subcontractors, agents, etc.) has had with any customer(s) within the last five years.

Within the last five years	, did Respondent have any contract disputes?		
Yes □ No □			
If yes, complete the foll	lowing information:		
Customer Name:			
Contract Number(s):			
Date of Contract Disp	ute:		
Explanation of Dispute	:		
Resolution of Dispute:			
Amount of Fine (if any)	:		
	t, I certify to the best of my knowledge that the information for contract disputes experienced during the last five years		
DOH19-001	Authorized Representative Signature	Date	

# ATTACHMENT G CONTRACT DISPUTE REPORTING FORM FOR RESPONDENT

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:	
Desclution of Diameter	
Resolution of Dispute:	
Amount of Fine (if any):	

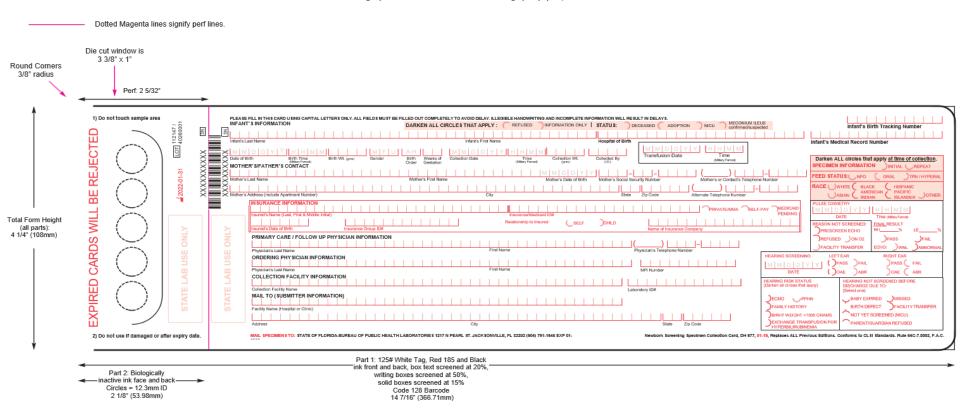
Example Newborn Screening Specimen Collection Card, Form DH 677

Approved	Not Approved	
Signature		
Print Name		Date

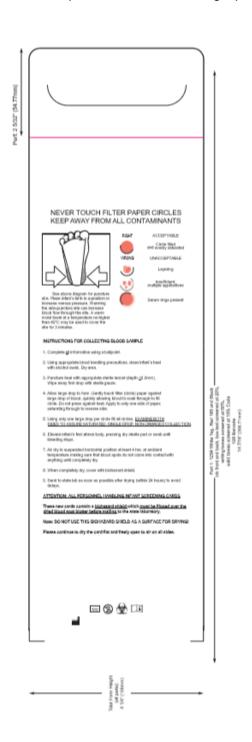
Example Newborn Screening Specimen Collection Card, Form DH 677

#### Face of Parts 1 & 2

All measurements can vary +/- 1/16" (1.6mm); Manufacturing equivalent substitutions allowed for demographic papers;



Example Newborn Screening Specimen Collection Card, Form DH 677



Back of Part 1

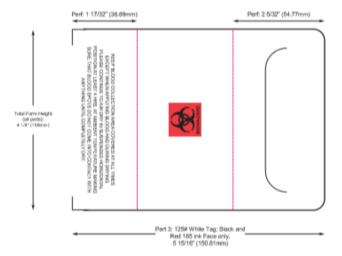
Polited Monacés Inna alondo na

Example Newborn Screening Specimen Collection Card, Form DH 677

#### Face of Part 3 (no copy on back)

All measurements can vary +/- 1/56" (1.6mm); Manufacturing opsivation substitutions allowed for demographic papers;

Dotted Magenta lines signify perf lines.



### ATTACHMENT H Example Newborn Screening Specimen Collection Card, Form DH 677

