FLORIDA DEPARTMENT OF HEALTH
ITB DOH13-013

INVITATION TO BID
FOR
FEMALE CONDOMS
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SECTION 1.0: INTRODUCTORY MATERIALS

1.1 **Background**

The purpose of this Invitation to Bid (ITB) is to obtain competitive prices for female condoms. The HIV/AIDS prevention message continues to promote abstinence from sexual intercourse, promote the use of illegal drugs and practicing safe sex with the use of barrier protection. The use of female condoms is considered a significant risk reduction strategy. Female condoms are another HIV/AIDS prevention tool distributed during outreach and HIV/AIDS prevention educational activities.

1.2 **Specifications**

Detailed specifications for this solicitation are provided as Attachment I to this ITB.

1.3 **Definitions**

**Bidder:** the entity that submits materials to the Department in accordance with these instructions, or other entity responding to this solicitation.

**Bid and Response:** the complete written response of the Bidder to the Invitation to Bid, including properly completed forms, supporting documents, and attachments.

**Business hours:** 8 A.M. to 5 P.M. Eastern Time on all business days.

**Calendar days:** counts all days, including weekends and holidays.

**Contract:** the formal agreement or order that will be awarded to the successful bidder under this Invitation to Bid, unless indicated otherwise.

**Department and DOH:** The Department of Health and may be used interchangeably.

**Minor Irregularity:** 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 gives the Bidder an advantage or benefit not enjoyed by other Bidders, or does not adversely impact the interests of the Department.

**Order:** as used in the context of this solicitation refers to a Purchase Order or a Direct Order

**Provider:** the business entity to which a Contract has been awarded by the Department in accordance with the Bid submitted by that entity in response to this ITB.

SECTION 2.0 PROCUREMENT PROCESS, SCHEDULE & CONSTRAINTS

2.1 The Procurement Officer

The Procurement Officer assigned to this solicitation is:

Florida Department of Health
Attention: Sonja German-Jones
4052 Bald Cypress Way, B07
Tallahassee, FL 32399-1749
Fax: 850-412-1192
Email: sonja.german@flhealth.gov

2.2 Restriction on Communications

Bidders 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 as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Section 287.057(23), Florida Statutes

2.3 Term

It is anticipated that the Contract resulting from this ITB will be for a one (1) year period from the order issue date, subject to renewal as identified in Section 4.2. The estimated annual budget is $135,000.00.

2.4 Timeline

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DUE DATE</th>
<th>CONTACTS &amp; LOCATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB Advertised/ Released</td>
<td>November 5, 2013</td>
<td>Vendor Bid System:</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a></td>
</tr>
<tr>
<td>Questions submitted in writing</td>
<td>Must be received PRIOR TO:</td>
<td>Submit to: Florida Department of Health Purchasing:</td>
</tr>
<tr>
<td></td>
<td>November 18, 2013</td>
<td>Sonja German-Jones</td>
</tr>
<tr>
<td></td>
<td>5:00 PM ET</td>
<td>Suite 310</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4052 Bald Cypress Way</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tallahassee, Florida 32399-1705</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:sonja.german@flhealth.gov">sonja.german@flhealth.gov</a></td>
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<tr>
<td>Answers to Questions (Anticipated Date)</td>
<td>November 19, 2013</td>
<td>Posted to Vendor Bid System at:</td>
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</tr>
</tbody>
</table>
2.5 **Addenda**

If the Department finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the solicitation period a written addendum will be posted on the MyFlorida.com Vendor Bid System, [http://vbs.dms.state.fl.us/vbs/main_menu](http://vbs.dms.state.fl.us/vbs/main_menu). It is the responsibility of the Bidder to be aware of any addenda that might affect their Bid.

2.6 **Inquiries**

*This Special Instruction takes precedence over General Instruction #5 in PUR 1001.*

Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the Procurement Officer identified in Section 2.1, within the time indicated in the Timeline. Oral inquiries or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the ITB Timeline and/or during a pre-bid conference, if applicable will be posted on the MyFlorida.com Vendor Bid System web site: [http://vbs.dms.state.fl.us/vbs/main_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

2.7 **Basis of Award**

A single award shall be made to the responsive, responsible Bidder offering the lowest unit price for the item requested in this ITB including inside delivery, FOB destination.

2.8 **Identical Tie Bids**

When evaluating bidder responses to solicitations where there is identical pricing or scoring from multiple bidders, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code.

2.9 **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 shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
Only documents delivered by the U.S. Postal Service, a private delivery service, in person, or by facsimile during business hours (8:00 a.m. - 5:00 p.m.) will be accepted. Documents received after 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.

**The Agency Clerk’s mailing address is:**

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 is:**

Agency Clerk, Department of Health  
2585 Merchants Row Blvd.  
Tallahassee, Florida 32399  
Fax No. (850) 410-1448
SECTION 3.0: INSTRUCTIONS FOR BID SUBMITTAL

3.1: General Instructions to Respondents (PUR1001)

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process, and is a downloadable document incorporated in this solicitation by reference. Bidders should download and save this document to their computer for further review. There is no need to return this document with the Bid response.

http://dms.myflorida.com/content/download/2934/11780

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

3.2 Instructions for Submittal

1. Bidders are required to complete, sign, and return the “Price Page” with the bid submittal. (Mandatory Requirement)

2. Bidders shall submit all technical and pricing data in the formats specified in the ITB.

3. Submit one (1) original bid and one electronic copy of the bid on CD. The electronic copy should contain the entire bid as submitted, including all supporting and signed documents. Refer to Section 3.4 for information on redacting confidential information, if applicable.

4. Bids may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline.

5. Bids submitted electronically will NOT be considered official for this solicitation.

6. Bids must be submitted in a sealed envelope/package with the solicitation number and the date and time of the Bid opening clearly marked on the outside.

7. The Department is not responsible for improperly marked Bids.

8. It is the Bidder’s responsibility to ensure its submittal at the proper place and time indicated in the ITB Timeline.

9. The Department’s clocks will provide the official time for Bid receipt.

Materials submitted will become the property of the State of Florida 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 of Florida is liable for any costs incurred by a Bidder in responding to this solicitation.

3.4 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records shall be made available pursuant to the provisions of the Public Records Act. If the Bidder considers any portion of its response 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 other authority, the Bidder must segregate and clearly mark the document(s) as “CONFIDENTIAL”.

Simultaneously, the Bidder will provide the Department with a separate redacted paper and electronic copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the solicitation name, number, and the name of the Bidder on the cover, and shall be clearly titled “REDACTED COPY”.

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

3.5 **Price Page (Mandatory Requirement)**

The Price Page is Attachment III of this ITB. It must be filled out as indicated, signed, and returned with the Bid response.

Bidders must also complete and submit the renewal pricing section of the price page, Attachment III.

3.6 **Documentation**

Bidders shall complete and submit the following information or documentation as part of their Bid:

3.6.1 **Experience**

Bidder’s shall provide contact information for three (3) entities the Bidder has provided commodities or services of a similar size and nature of those requested in this solicitation. Bidders shall use Attachment IV, Experience Form 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 maybe considered in the Department’s determination of the Bidder’s responsibility. The Department’s determination is not subject to review or challenge.

3.6.2 **Statement of Non-Collusion or Required Certifications**

All Bidders must sign and return with their response the Statement of Non-Collusion or Required Certifications form, Attachment V.
3.6.3 **Florida Preference**

Bidders must comply with Section 287.084, Florida Statutes, Preference to Florida businesses, which states: (1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

(b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.

(c) As used in this section, the term “other political subdivision of this state” does not include counties or municipalities.

(2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that 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.

(3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.

(b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

3.7 **Special Accommodations**

Any person requiring special accommodations at DOH Purchasing because of a disability should call DOH Purchasing at (850) 245-4199 at least five (5) work days prior to any pre-bid conference, bid opening, or meeting. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).
3.8 **Responsive and Responsible**

The Bidder shall complete and submit the following mandatory information or documentation as a part of the Bid Package. Any bid, which does not contain the information below, shall be deemed non-responsive.

- Bids must be received by the time specified (Section 2.4).
- **Attachment III** – Price Page, completed, signed, and returned with the Bid submittal (Section 3.2).

3.9 **Late Bids**

The Procurement Officer must receive Bids pursuant to this ITB no later than the date and time shown in the Timeline (Refer to Section 2.4). Bids that are not received by the time specified will not be considered.
SECTION 4.0 SPECIAL CONDITIONS

4.1 General Contract Conditions (PUR 1000)

This section explains the General Contract Conditions (PUR 1000) and is a downloadable document incorporated in this solicitation by reference. Bidders should download and save this document to their computer for further review. There is no need to return this document with your bid response.  
http://dms.myflorida.com/content/download/2933/11777

The terms of this solicitation shall control over any conflicting terms of the PUR1000.

4.2 Renewal

The Contract resulting from this solicitation may be renewed, in whole or in part, for a period not to exceed 3 years or the term of the original Contract, whichever is longer. The price for each potential renewal year shall be submitted for evaluation by the Department. The renewal may not include any compensation for costs associated with the renewal. Any renewal shall be in writing and subject to the same terms and conditions of the original bid. Any renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

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 of Health 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 Section V: Statement of Non-Collusion.

4.4 Certificate of Authority

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

4.5 Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030, Florida Administrative

4.6 **Minority and Service-Disabled Veteran Business – Participation**

The Department of Health encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Bidders are encouraged to contact the Office of Supplier Diversity at 850/487-0915 or visit their website at [http://osd.dms.state.fl.us](http://osd.dms.state.fl.us) for information on becoming a certified MWBE or SDVBE or for names of existing businesses that may be available for subcontracting or supplier opportunities.

The successful Bidder shall provide a monthly Vendor Diversity Expenditure Report (Attachment VI) summarizing all subcontracting/material suppliers performed during the reporting period. This report shall include the name and address, Federal Employment Identification number and dollar amount expended for each identified subcontractor. A copy of this form shall be submitted to the Department’s Contract Manager and Minority Business Enterprise (MBE) Coordinator.

4.7 **Subcontractors**

The successful Bidder may, only with prior written approval of the Department, enter into written subcontract for performance of specific services under the Contract resulting from this solicitation. Anticipated subcontract agreements known at the time of Bid submission and the amount of the subcontract must be identified in the Bid. If a subcontract has been identified at the time of bid submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract that the Bidder enters into with respect to performance under the Contract shall in any way relieve the Bidder of any responsibility for performance of its contract responsibilities with the Department. The Department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

4.8 **Standard Contract and Order**

Each Bidder shall become familiar with the Department’s Standard Contract and Order which contains administrative, financial and non-programmatic terms and conditions mandated by federal law, state statute, administrative code rule, or directive of the Chief Financial Officer.

Use of the Order is mandatory for Departmental Direct Orders issued in MFMP as they contain the basic clauses required by law. The terms and conditions contained in the Order Terms and Conditions are non-negotiable. The Order terms and conditions are Attachment VII.
4.9 Conflict of Law and Controlling Provisions

Any contract resulting from this ITB, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

4.10 Termination

Termination shall be in accordance with Department of Health’s Order Terms and Conditions, Attachment VII.

4.11 Dispute Resolution

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Division Director for Division of Disease Control and Health Protection. The Division Director shall decide the dispute, reduce the decision to writing and deliver a copy to the Provider, the Contract Manager and the Contract Administrator.

4.12 Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in Section 119.011(1), 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, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, Florida Statutes, or otherwise. It is expressly understood that the successful Bidder’s refusal to comply with Chapter 119, Florida Statutes, shall constitute an immediate breach of the Contract resulting from this ITB and entitles the Department to unilaterally cancel the Contract agreement. The successful Bidder will be required to promptly notify the Department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the successful Bidder 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, the successful Bidder 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 (currently Microsoft Word 6.0). 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.

The successful Bidder shall 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 shall be permitted without delay.

Pursuant to Section 119.0701, Florida Statutes, the successful Bidder shall keep and maintain public records that ordinarily and necessarily would be required by the Provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; ensure that
public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.
ATTACHMENT I
SPECIFICATIONS

Product Specifications

The female condoms must be "FC2® Female Condom®", manufactured by The Female Health Company and FDA approved. Each case must contain 1,000 individually wrapped female condoms, and 300 English instruction leaflets.

The Florida Department of Health is purchasing 189 cases (1,000 condoms in each case) of "FC2® Female Condom®", manufactured by The Female Health Company. Locations for delivery and quantities to be delivered per site are listed in Attachment II of this ITB.

Delivery

Freight, inside delivery, and advance notice (where applicable by weight of shipment) must be included in the cost of the FC2® Female Condom®. In the event that advance notice is not properly provided and the delivery fails as a direct result, the cost of re-delivery will be the responsibility of the Provider. Upon award, the chosen Provider will have five (5) business days to notify the Department of the company chosen to perform the deliveries. Items must be delivered to the shipping locations on the Attachment II, Delivery Schedule, FOB destination and inside delivery no later than 10 business days from receipt of Order.

Payment Specifications

Payment shall be made upon receipt and acceptance of the FC2 Female Condom cases.
ATTACHMENT II
DELIVERY LOCATIONS WITH QUANTITY PER SITE
FC2 Order for Drop Shipment

Sherrie Serpas, EIC Area 2A
Bay County Health Department
597 W 11th Street, Floor 7
Panama City, Fl 32401
850-872-4720 X1183
Cases of FC2: 10

Betty S. Hollis, EIC Area 12
Volusia County Health Department
1845 Holsonback Drive, Bin 111
Daytona Beach, Fl 32117
386-274-0500 X0585
Cases of FC2: 6

Sam Carter, EIC Area 2B
Leon County Health Department
672 W Orange Ave, Suite 26
Tallahassee, Fl 32310
850-606-8269
Cases of FC2: 10

Cyna Wright, HAPC Area 11B
Monroe County Health Department
C/O Clayton Lopez
1100 Simonton Street
Floor 1, Room 175
Key West, Fl 33040
Cases of FC2: 10

Johsua Rodriguez, EIC Area 10
Broward County Health Department
780 S W 24th Street, Room 100
Fort Lauderdale, Fl 33315
954-467-4700 X5660
Cases of FC2: 20

Mitch Marcus, EIC Area 4
Duval County Health Department
5917 105th Street, RM 1
Jacksonville, Fl 32244
904-253-2981
Cases of FC2: 10

Francisco Caraballo
Miami-Dade County Health Department
8600 N W 17th Street, Floor 2, Room 200
Miami, Fl 33126
305-470-6955
Cases of FC2: 24

Raj Hiralal, EIC Area 7
Orange County Health Department
6101 Lake Ellenor Drive
Orlando, Fl 32809
407-858-1400 X1150
Cases of FC2: 18

Tequila Smith, EIC Area’s 5,6,14
Hillsborough County Health Department
1105 E Kennedy Blvd, Room 302
Tampa, Fl 33602
813-307-8015 X6503
Cases of FC2: 15

Tammy Griffin, EIC Area 15
St. Lucie County Health Department
408 Browns Court
Fort Pierce, Fl 34950
772-462-3849
Cases of FC2: 10

Bobby Davis, HAPC Areas 3/13
Alachua County Health Department
224 S E 24th Street, Room 4173
Gainesville, Fl 32641
352-334-7964
Cases of FC2: 15

Rob Scott, EIC Area 9
Palm Beach County Health Department
800 Clematis Street, FL 2 RM 250
West Palm Beach, Fl 33401
561-671-4191
Cases of FC2: 12

Maurice Mooey, EIC Area 1
Escambia County Health Department
1295 W Fairfield Drive, Floor 1
Pensacola, Fl 32501
850-595-6049
Cases of FC2: 10

James Easton
Bureau of HIV/AIDS/AIDS
2585 Merchants Row Blvd, Room335.07
Tallahassee, Fl 32399
850-245-4336 X2596
Cases of FC2: 4
Valentino Clarke, HAPC Area 8  
State Regional Services Center  
2295 Victoria Ave, Floor 2, Room 209C  
Fort Myers, Fl 33901  
239-461-6112  

**Cases of FC2: 15**

**Total = 189 cases**
ATTACHMENT III
PRICE PAGE

A single award will be made to the responsive, responsible bidder offering the lowest grand total price including inside delivery, FOB destination.

### Initial Term

<table>
<thead>
<tr>
<th>Description</th>
<th>Price per case (1 case = 1,000 condoms) includes 300 English instruction leaflets</th>
<th>Total Price (case price x 189)</th>
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<tbody>
<tr>
<td><strong>Fc2® Female Condoms</strong></td>
<td>$ x 189 cases</td>
<td>= $</td>
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### Renewal Year One

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<td><strong>Fc2® female condoms</strong></td>
<td>$ x 189 cases</td>
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### Renewal Year Two

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<tr>
<td><strong>Fc2® female condoms</strong></td>
<td>$ x 189 cases</td>
<td>= $</td>
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<tr>
<td></td>
<td>(case price)</td>
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### Renewal Year Three

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<th>Total Price (case price x 189)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fc2® female condoms</strong></td>
<td>$ x 189 cases</td>
<td>= $</td>
</tr>
<tr>
<td></td>
<td>(case price)</td>
<td></td>
</tr>
</tbody>
</table>

$_________________ Grand Total Price
(Includes Initial Term & 3 Renewal Terms)
ATTACHMENT III
PRICE PAGE CONTINUED

Vendor Name: ________________________________________________________________

Vendor Mailing Address: ________________________________________________________

City-State-Zip: __________________________________________________________________

Telephone Number: __________________________________________________________________

Email Address: __________________________________________________________________

Federal Employer Identification Number (FEID): ______________________________________

BY AFFIXING MY SIGNATURE ON THIS BID, 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 attached
Order (Attachment VII).

Signature of Authorized Representative*: __________________________________________

Printed (Typed) Name and Title: __________________________________________________________________

*An authorized representative is an officer of the Bidder’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 other than the
President, Chairman or owner.
ATTACHMENT IV
EXPERIENCE FORM

Bidder’s Name: ___________________________________________________________

Bidders shall provide contact information for three (3) entities the Bidder has provided commodities or services of a similar size and nature of those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. The Department’s determination is not subject to review or challenge.

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STATEMENT OF NO INVOLVEMENT
CONFLICT OF INTEREST STATEMENT (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 Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Health. I certify I have full authority to legally bind the Bidder, Respondent, or Vendor to the provisions of this bid, proposal or reply.

____________________________________  ____________________
Signature of Authorized Representative*  Date

*An authorized representative is an officer of the Bidder’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 other than the President, Chairman or owner.
PRIME CONTRACTORS SHALL REPORT ALL SUBCONTRACTING EXPENDITURES REGARDLESS OF VENDOR DESIGNATION (SEE PAGE 2 FOR TYPES OF DESIGNATIONS)

PLEASE COMPLETE AND REMIT THIS REPORT TO YOUR DOH CONTRACT MANAGER.

COMPANY NAME: ______________________________________________________________

DEPARTMENT OF HEALTH CONTRACT NUMBER: ______________________________

REPORTING PERIOD-FROM: _________________ TO: _________________

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<th>SUBCONTRACTOR’S/VENDORNAME &amp; ADDRESS</th>
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NOTE: YOU MAY USE A SEPARATE SHEET

DOH USE ONLY - REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):
PLEASE SUBMIT ALL SUBCONTRACT FORMS TO: MBE COORDINATOR, BUREAU OF GENERAL SERVICES, 4052 BALD CYPRESS WAY, STE. 310, TALLAHASSEE, FL. 32399-1734

1. DESIGNATIONS:

MINORITY PERSON as defined by Section 288.703 FS; means a lawful, permanent resident of Florida who is, one of the following:

Solicitation Number: 13-013
Invitation to Bid
Female Condoms
(A) **AN AFRICAN AMERICAN**, a person having origins in any of the racial groups of the African Diaspora.

(B) **A HISPANIC AMERICAN**, a person of Spanish or Portuguese cultures with origins in Spain, Portugal, Mexico, South America, Central America or the Caribbean regardless of race.

(C) **AN ASIAN AMERICAN**, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.

(D) **A NATIVE AMERICAN**, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services

(E) **AN AMERICAN WOMAN**.

**CERTIFIED MINORITY BUSINESS ENTERPRISE** as defined by Section 288.703 FS, means a small business which is at least 51 percent owned and operated by a minority person(s), which has been certified by the certifying organization or jurisdiction in accordance with Section 287.0943(1).

**SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE**: As defined by Section 295.187, FS, means an Independently owned and operated business that employs 200 or fewer permanent full-time employees; Is organized to engage in commercial transactions; Is domiciled in Florida; Is at least 51% owned by one or more service-disabled veterans; and, who’s management and daily business operations of which are controlled by one or more service-disabled veterans or, for a service-disabled veteran with a permanent and total disability, by the spouse or permanent caregiver of the veteran.

**CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE** as defined by Section 295.187, FS means a business that has been certified by the Department of Management Services to be a service-disabled veteran business enterprise

**SMALL BUSINESS** means an independently owned and operated business concern that employs 100 or fewer permanent full-time employees and has a net worth of not more than $3,000,000 and an average net income, after federal income taxes, of not more than $2,000,000.

**NON-CERTIFIED MINORITY BUSINESS** means a small business which is at least 51 percent owned and operated by a minority person(s).

**MINORITY NON-PROFIT ORGANIZATION** means a not-for-profit organization that has at least 51 percent minority board of directors, at least 51 percent minority officers, or at least 51 percent minority community served.

**II. INSTRUCTIONS TO PRIME CONTRACTORS:**

A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOH CONTRACT.

B) ENTER THE DOH CONTRACT NUMBER.

C) ENTER THE TIME PERIOD THAT YOUR CURRENT INVOICE COVERS.

D) ENTER THE CMBE SUBCONTRACTOR’S NAME and ADDRESS.

E) ENTER THE SUBCONTRACTOR’S FEDERAL EMPLOYMENT IDENTIFICATION NUMBER. THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER

F) ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.

G) ENCLOSURE THIS FORM AND SEND TO YOUR DOH CONTRACT MANAGER

Solicitation Number: 13-013
Invitation to Bid
Female Condoms
ATTACHMENT VII
ORDER TERMS AND CONDITIONS
STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)

For good and valuable consideration, received and acknowledged sufficient, the parties agree to the following in addition to terms and conditions expressed in the MyFloridaMarketPlace (MFMP) order:

1. Vendor is an independent contractor for all purposes hereof.

2. The laws of the State of Florida shall govern this order and venue for any legal actions arising herefrom is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions shall be the issuing county.

3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof.

4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

5. Vendor shall maintain confidentiality of all data, files, and records related to the services / commodities provided pursuant to this order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.

6. Vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this order, as well as for any determination arising out of or related to this order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the DOH. This order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising herefrom.

7. All patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Vendor's services or provided by DOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Vendor's intellectual property.

8. If this order is for personal services by Vendor, at the discretion of DOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The Department, solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the Department's determination pursuant to this paragraph.
9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.

10. Section 287.57(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 of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

11. TERMINATION: This order agreement may be terminated by either party upon no less than thirty (30) calendar days’ notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this order agreement become unavailable, the Department may terminate the agreement upon no less than twenty-four (24) hours’ notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds. Unless the provider’s breach is waived by the department in writing, the Department may, by written notice to the provider, terminate this order agreement upon no less than twenty-four (24) hours’ notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1.006(4), Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be constructed to be a modification of the terms of this agreement. The provisions herein do not limit the Department’s right to remedies at law or to damages.

12. The terms of this order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this order shall govern.

13. In accordance with Executive Order 11-116, “[t]he provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.”
14. The employment of unauthorized aliens by any vendor is considered a violation of Section 274A (e) of the Immigration and Nationality Act, 8 U.S.C. § 1324(a) (2006). A Vendor who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting Contract.

15. DOH will not contract with a Vendor that restricts the employment of its employees or contractors after conclusion or termination of a DOH order. By accepting this order, the Vendor specifically agrees to this provision.

16. Pursuant to Section 119.0701, Florida Statutes, Vendor must keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service(s) required by this contract. Vendor must allow access to the public records it maintains on the same terms and conditions that a public agency would, at a cost that does not exceed the costs provided in Chapter 119 or otherwise by law. Vendor must ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed, except as authorized by law. Vendor must meet all requirements for retaining public records and transfer, at no cost, to the Department, all public records in the possession of the contractor upon termination of the contract and destroy duplicates that are exempt or confidential from public records disclosure requirements. Vendor must provide any electronic records to the Department in a format that is compatible with IT systems of the Department.

17. The State of Florida, Department of Financial Services requires vendors doing business with the State to submit a Substitute Form W-9 electronically. Vendors who do not have a verified Substitute Form W-9 on file will experience delays in processing contracts or payments from the State of Florida. For more information go to: https://flvendor.myfloridacfo.com/.