

TITLE PAGE
FLORIDA DEPARTMENT OF HEALTH
DOH19-004



4.2019

INVITATION TO BID (ITB)
FOR
**Mycobacterium Tuberculosis Complex (MTBC)
Nucleic Acid Amplification Test (NAAT) and
Testing Instrument**

Respondent Name: _____

Respondent Mailing Address: _____

City, State, Zip: _____

Phone: _____ Fax Number: _____

E-Mail Address: _____

Federal Employer Identification Number (FEID): _____

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

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

Signature of Authorized Representative: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the respondent's organization who has legal authority to bind the organization to the provisions of this Bid. 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 Mycobacterium Tuberculosis Complex (MTBC) Nucleic Acid Amplification Test (NAAT).

1.1.1 Legal Authority

Chapter 287 and section 381.0202, 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 Incorporation by Reference

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

1.4 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.

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.

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

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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:
http://myflorida.com/apps/vbs/vbs_main_menu.

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

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

2.2 Restrictions on Communications

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

2.3 Term

It is anticipated that the Contract resulting from this ITB will be for 3 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 Timeline

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
ITB Advertised / Released	5/17/19	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu

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Questions Submitted in Writing	Must be received PRIOR TO: 5/24/19 11:00 AM 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: Insert email address
Answers to Questions (Anticipated Date)	5/30/19	Posted to Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Bids Due	Must be received PRIOR to: 6/7/19 3:00 PM 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	6/7/19 3:00 PM EST	<u>PUBLIC OPENING</u> 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	6/10/19	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu

2.6 **Addenda**

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

2.7 **Questions**

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

Questions related to this solicitation must be received, in writing (either via United States Postal Service, courier, e-mail, or hand-delivery), by the Procurement Officer identified in **Section 2.1**, within the time indicated in **Section 2.5**. Verbal questions or those submitted after the period specified in **Section 2.5** will not be addressed.

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

2.8 Basis of Award

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

2.10 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, 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.

2.11 Modifications and Withdrawal

A Respondent may modify or withdraw its Bid at any time prior to the submittal deadline, as specified in **Section 2.5**, by submitting a request to the Procurement Officer. Requests for modification or withdrawal of a submitted Bid must be in writing and signed by an authorized signatory of the Respondent. Upon receipt and acceptance of such a request, the entire Bid will be returned to the Respondent and will not be considered unless resubmitted by the Bid due date and time.

2.12 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.

2.13 Contract Formation

The Department will enter into a Contract with the awarded Provider pursuant to **Section 2.9, 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 <http://dms.myflorida.com/content/download/2934/11780>.

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

3.2 Instructions for Submittal

- 3.2.1. Respondents must complete, sign, and return the "Title Page" with their Bid submittal. **(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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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

The Respondent must have at least two years of experience in the support and distribution for a system meeting the specifications of this bid.

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 Report Form, 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 notice of default or breach.
- 3.6.3.3 The assessment of any fines or direct, consequential, or liquidated damages under such contracts.
- 3.6.3.4 For each dispute, the Respondent must list the following information:
 - 3.6.3.4.1 Identify the contract to which the dispute related
 - 3.6.3.4.2 Explain what the dispute related to; and
 - 3.6.3.4.3 Explain whether and how the dispute was resolved.
- 3.6.3.5 If there are no such contract disputes, the Respondent must submit a statement confirming this fact under this title in its Bid.

3.7 Special Accommodations

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

3.8 Responsive and Responsible (Mandatory Requirements)

Respondents must complete and submit the following mandatory information or documentation as part of their Bid by the time specified in **Section 2.5**; any Bid which does not contain the information below will be deemed non-responsive to this ITB:

3.8.1 Title Page must be completed, signed, and 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 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 Bids (ATTACHMENT F)

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 <http://dms.myflorida.com/content/download/2933/11777>.

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

4.2 Scrutinized Companies

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

Refer to Respondent Certification Regarding Scrutinized Companies Lists (**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.

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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 Minority, Women, Service-Disabled Veteran, and Service-Disabled Veteran Business Participation

The Department encourages minority, women, service-disabled veteran, and veteran-owned 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:

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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.

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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

**ATTACHMENT B
PRICE PAGE**

The following information details the specification requirements of the Department's MTBC NAAT.

A. Background Information

The Department has a need for MTBC NAATs for its Bureau of Public Health Laboratories (BPHL) in Jacksonville to perform mycobacteriology testing as an essential part of the algorithm for mycobacteriology diagnostics and to provide rapid diagnosis of Tuberculosis (TB). NAATs are used by the Department to detect the DNA of infectious disease organisms in clinical samples and diagnose infection. There are several NAAT methods but BPHL performs a real-time PCR (polymerase chain reaction), a common molecular method for detection of DNA and identification of infectious disease organisms, for diagnosis of TB.

B. Product Specifications

1. MTBC NAAT Requirements:

- a. The test protocol must take no longer than 8 hours to complete from sample receipt to test result.
- b. The NAAT must follow three main steps; extraction, amplification, and detection of DNA. This test will be performed on automated instrumentation. The Respondent must provide the reagents and kits to perform the steps in the process and the instrument that automates these steps.
- c. DNA extraction kits must be able to extract MTBC DNA from multiple specimen types i.e. respiratory and non-respiratory sources.
- e. All other instrument specific consumables required for the amplification and detection steps must be able to accommodate the Department's in-house Laboratory Developed Test (LTD).

2. Testing Instrument and System Requirements: Respondent must provide to the Department a laboratory system that can automate a laboratory developed test for real-time PCR detection of MTBC organisms in patient specimens. The system must fit within a total available floorspace of 2.5 feet by 8.5 feet. The system must have the following capabilities:

- a. Automate the sample extraction, amplification, and detection of a MTBC on a single platform.
- b. Be capable of yielding high quality nucleic acid extractions from a variety of specimen types, both respiratory and non-respiratory specimens, for the detection of MTBC.
- c. Include all the necessary supporting computer equipment (e.g., monitor, keyboard, and barcode scanner) and must be capable of interfacing with the Department's laboratory information management system, LabWare.
- d. An open architecture that allows for 'user-defined protocols' with customizable cycling parameters (i.e. time and temperature) and customizable reagents (i.e. user-developed lyophilized or wet reagents as needed) to maximize ease of use and to

**ATTACHMENT B
PRICE PAGE**

minimize waste.

- e. Perform qualitative, quantitative, and multiplexed detection of targets.
- f. Perform independent extraction and amplification of samples to aid in assay development and optimization and each PCR reaction must be individually 'controlled' and read.
- g. Ability to use multiple real time PCR methodologies e.g. scorpion primer or probes, molecular beacons, and TaqMan probes.
- h. Equipped with at least five optical channels for detection of multiple targets. The system must support fluorescent detection of:

Color (Spec)	Typical Dye (Assay)	Wavelength Name	Excitation Range	Emission Range
Green	FAM	470/510	470 ± 12	510 ± 6
Yellow	TET, VIC	530/555	530 ± 6	555 ± 6
Orange	Texas Red, ROX	585/610	585 ± 6	610 ± 6
Red	Cy5	625/660	625 ± 6	660 ± 6
Crimson	Cy5.5	680/715	680 ± 6	> 710

- i. Ability to perform small sample volume PCR reactions to facilitate rapid thermo-cycling and rapid turnaround time and must seal the PCR reaction chamber to reduce the risk of amplicon contamination and cross reactivity.
- j. Walk-away automation with the ability to scan in a sample tube barcode ID, match to specific test protocols, flag any error in set-up prior to initiating run and perform all steps to complete sample processing, (i.e. nucleic acid extraction and PCR set-up and run) and provide data analysis.
- k. Ability to perform up to 50 tests per day but also able to perform as few as one sample at a time with minimal waste.
- l. Provision of the reagents and consumables required for instrument operation. Consumables will include all the necessary pipette tips, processing and reaction tubes for the nucleic acid extraction, PCR set-up and amplification. Reagents will include generic extraction reagents optimized for the MTBC NAAT.
- m. Ability to partner with other systems to provide quality-assured test master mix with an internal control.

C. Training

Onsite training on the complete test system must be conducted at the delivery site, specified in **Section H**, during business hours, 8 am to 5 pm, Monday through Friday.

**ATTACHMENT B
PRICE PAGE**

D. Literature

Technical documentation is required to be provided with Bid submissions to demonstrate compliance of the product Bid with applicable technical requirements of this ITB. All Bids must meet or exceed all conditions and specifications of this ITB. This must include at least one peer reviewed publication concerning the performance of the system compared to other similar systems on the market.

The Department, in its sole discretion and in the best interest of the State, may determine the acceptability of the Bid through technical documentation made available to the Department as of the date and time of Bid opening. Such authority of the Department will in no way relieve the Respondent from the ultimate responsibility of submitting the required technical documentation, nor will the Respondent assume that such documentation is otherwise available to the Department. The Department will not be responsible for the accuracy of the technical documentation in its possession.

E. Manuals

The Respondent must furnish instrument manuals upon delivery at no additional cost to the Department.

F. Maintenance Agreement and Technical Support

1. The Department requires a maintenance agreement for the duration of the contract term for each instrument provided in this ITB. This maintenance agreement becomes effective upon installation and acceptance at the Department site listed in **Section G**. Maintenance must include the following:
 - a. Technical support to be provided Monday through Friday 8 am to 5pm EST.
 - b. Unlimited technical support and troubleshooting to be available via telephone or internet support.
 - c. Preventative maintenance visits (As required by manufacturer and regulatory agencies, at least two visits annually).
 - d. On-site service to be provided when required with 24 hours response time (when on-site service is required).
 - e. All parts and labor materials (excluding operating supplies and consumables), with no additional costs.
 - f. All labor (including travel), with no additional costs.

G. Delivery

Adherence to the delivery schedule stated in this ITB is critical to the success of this project. All items required to implement testing requested in this ITB must be delivered and installed, FOB destination to the address listed below no later than two weeks from the order date. Additional test kits will be ordered as necessary by the Department to meet test volume.

**BPHL Jacksonville
1217 N Pearl Street
Jacksonville, FL 32202**

DOH19-004
Invitation to Bid

**Mycobacterium Tuberculosis Complex (MTBC) Nucleic Acid Amplification Test (NAAT)
and Testing Instrument**

**ATTACHMENT B
PRICE PAGE**

H. Pricing

1. The Department estimates an annual test volume of 7,000 units. However, the Department does not guarantee this volume and will only pay for actual tests performed. Cost per unit must include:
 - a. Testing Instrument shipping, delivery and installation
 - b. Reagents and consumables required to complete the test (excluding probes and primers)
 - c. LIS interface
 - d. Service for testing Instrument, including repair and maintenance
 - e. Training and technical support
 - f. Literature and manuals
2. Any system provided with the MTBC NAATs must include new instruments. If the Department already has instruments for the MTBC NAAT in place, Respondent must replace the instruments with new models.
3. Any system provided for the MTBC NAAT will require validation and verification. All reagents and kits required for either process must be provided at no cost to the Department.

**ATTACHMENT B
PRICE PAGE**

A single award solicitation will be made to the responsive, responsible Respondent offering lowest grand total for the items requested in this ITB, including delivery, FOB destination, and the cost of the testing instrument.

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

No changes should be made to the format of this price page. Vendor must round to 2 decimal points.

A. Initial three-year contract period

Description	Unit Price	Estimated Quantity Per Contract Year	Number of Contract Years	Total
MTBC NAAT	\$ _____	X 7,000	X 3	\$ _____

B. Three-year renewal period

Description	Unit Price	Estimated Quantity Per Contract Year	Number of Contract Years	Total
MTBC NAAT	\$ _____	X 7,000	X 3	\$ _____

Grand Total (Initial Period + Renewal Period) = \$ _____

**ATTACHMENT C
REFERENCE FORM**

Provider's Name:

Respondent must provide contact information for three references evidencing experience as described in **Section 3.6.1**. 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.

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

DOH19-004

Invitation to Bid

Mycobacterium Tuberculosis Complex (MTBC) Nucleic Acid Amplification Test (NAAT) and Testing Instrument

**ATTACHMENT C
REFERENCE FORM**

	Contact Email Address:	
3.	Company or Agency Name:	
	Address:	
	City, State, Zip:	
	Products or services provided:	
	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**

Respondent Name: _____

Respondent Mailing Address: _____

City-State-Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

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

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Signature of Authorized Representative*: _____

Printed (Typed) Name and Title: _____

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

**ATTACHMENT F
Identical Tie Certification Form**

Respondent Name: _____

Respondent Mailing Address: _____

City-State-Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

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

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

Yes	No	Applicable Certification
		Certified Minority Business Enterprise: This Proposal is from a certified minority-owned firm or company in accordance with section 287.057(11), Florida Statutes, with a company net worth of _____.
		Service Disabled Veterans Business Enterprise: This Proposal is from a service disabled veterans business enterprise in accordance with section 295.187, Florida Statutes., with a company net worth of _____.
		Drug Free Workplace: This Proposal is from a Respondent that currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.
		Foreign Manufacturer: This Proposal is from a foreign manufacturer with a factory in Florida employing over 200 employees in the State in accordance with section 287.092, Florida Statutes.
		This Proposal is from a Respondent that is not eligible for any of the above preferences.

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

Signature of Authorized Representative*: _____

Printed (Typed) Name and Title: _____

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

**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:

Resolution of Dispute:

Amount of Fine (if any): _____