# FLORIDA DEPARTMENT OF HEALTH (DOH) DOH **18-009**



# INVITATION TO BID (ITB) FOR Laboratory Request Forms (DH1628) Printing and Order Fulfillment

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#### SECTION 1.0 INTRODUCTORY MATERIALS

#### 1.1 <u>Statement of Purpose</u>

The purpose of this Invitation to Bid (ITB) is for the Department of Health (the Department) to obtain competitive prices for printing and order fulfillment of the Department's Laboratory Request Form DH1628 (DH1628 Form).

#### 1.2 <u>Scope of Services</u>

A detailed **scope of services** for this solicitation is provided as **Attachment A** in this ITB.

#### 1.3 <u>Definitions</u>

The **Form PUR 1001**, General Instructions to Respondents, and **PUR 1000**, General Contract Requirements, are hereby incorporated by reference (Refer to Sections 3.1 and 4.1 of this ITB for further detail). In addition to the definitions in the PUR 1000 and PUR 1001, and the Attachment A, Scope of Services, the following definitions also apply to this ITB: **DOH 18-009** 

**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 a.m. to 5 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 Provider an advantage or benefit not enjoyed by other Providers, 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 that submits a Bid. This term also may refer to the entity awarded a contract by the Department in accordance with the terms of this ITB.

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

#### SECTION 2.0 PROCUREMENT PROCESS, SCHEDULE & CONSTRAINTS

#### 2.1 Procurement Officer

The Procurement Officer assigned to this solicitation is:

Florida Department of Health Attention: <u>Deborah Brown</u> 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 Email: <u>Deborah.brown3@flhealth.gov</u>

#### 2.2 <u>Restrictions on Communications</u>

Providers 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, see section 287.057(23), Florida Statutes.

#### 2.3 <u>Term</u>

It is anticipated that the Contract resulting from this ITB will be a three-year contract beginning January 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 <u>Renewal</u>

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

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

EVENT	DUE DATE	LOCATION
ITB Advertised / Released	October 16, 2018	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Questions Submitted in Writing	Must be received PRIOR TO: October 23, 2018 4:00 P.M.	Submit to: Florida Department of Health Central Purchasing Office Attention: Deborah Brown Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 E-mail: <u>Deborah.Brown3@flhealth.gov</u>
Answers to Questions (Anticipated Date)	October 31, 2018	Posted to Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Bids Due and Opened	Must be received PRIOR TO: November 9, 2018 2:30 P.M.	PUBLIC OPENINGSubmit to: Florida Department of Health Central Purchasing OfficeAttention: Deborah Brown Suite 3104052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Anticipated Posting of Intent to Award	November 13, 2018	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu

#### 2.6 <u>Addenda</u>

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 MyFlorida.com Vendor Bid System, <u>http://vbs.dms.state.fl.us/vbs/main\_menu</u>. If the addendum alters the scope or specifications of the solicitation, the Provider will be required to sign the addendum acknowledging the changes and return it with the bid submittal. It is the responsibility of Provider 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 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. Verbal questions or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the ITB Timeline will be posted on the MyFlorida.com Vendor Bid System web site located at: http://vbs.dms.state.fl.us/vbs/main\_menu.

#### 2.8 Basis of Award

A single award will be made to the responsive, responsible Provider offering the lowest grand total for printing and order fulfillment of the Department's DH1628 Form.

#### 2.9 Identical Tie Bids

Where there is identical pricing from multiple Providers, the Department will determine the order of award in accordance with Florida Administrative Code, Rule 60A-1.011.

#### 2.10 Federal Excluded Parties List

In order to comply with Federal grant requirements, and determining Provider responsibility in accordance with sections 287.057(1), (2) and (3), Florida Statutes, and Florida Administrative Code, Rule 60A-1.006(1), a Provider or subcontractor(s) that, at the time of submitting a Bid for a new Contract or renewal of an existing Contract is on the Federal Excluded Parties List, is ineligible for, may not submit a Bid for, enter into, or renew a Contract with an agency for goods or services, if any federal funds are being utilized.

#### 2.11 <u>Contract Formation</u>

The Department will enter into a Contract with the awarded Provider pursuant to Section 2.8, Basis of Award. The Contract will incorporate the terms of Attachment A, Scope of Services, the Department's Standard Contract, and the awarded Provider's Price Response.

#### SECTION 3.0 INSTRUCTIONS FOR BID SUBMITTAL

#### 3.1 <u>General Instructions to Respondents (PUR 1001)</u>

This section explains the General Instructions to Providers (PUR 1001) of the solicitation process, and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Bid. The PUR 1001 is located at <a href="http://dms.myflorida.com/content/download/2934/11780">http://dms.myflorida.com/content/download/2934/11780</a>

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

#### 3.2 Instructions for Submittal

- 1. Providers are required to complete, sign, and return the "Price Page" with the Bid submittal. (**Mandatory Requirement**)
- 2. Providers must submit all technical and pricing data in the formats specified in the ITB.
- 3. Providers must submit one original paper copy of the 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.
- 4. Bids must be sent by U.S. Mail, Courier, or Hand Delivered to the location indicated in the Timeline.
- 5. Bids submitted via electronic mail (email) or facsimile will <u>not</u> be considered.
- 6. 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.
- 7. The Department is not responsible for improperly marked Bids.
- 8. It is Provider's responsibility to ensure its Bid is submitted at the proper place and time indicated in the ITB Timeline.
- 9. The Department's clocks will provide the official time for Bid receipt.
- 10. 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 Provider in responding to this solicitation.

#### 3.4 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records must be made available pursuant to the provisions of the Public Records Act. If Provider considers any portion of its 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, Provider must segregate and clearly mark the document(s) as "CONFIDENTIAL".

Simultaneously, Provider will provide the Department with a separate redacted paper and electronic copy of its 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 Provider on the cover, and must be clearly titled "**REDACTED COPY**".

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

#### 3.5 Price Page (Mandatory Requirement)

The Price Page is **Attachment C** of this ITB. Providers must fill out the Price Page as indicated, sign it, and return it with their Bid.

#### 3.6 **Documentation**

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

#### 3.6.1. Minimum Qualifications

Provider must have a minimum of five years of experience in printing medical forms specifically in the area of public health.

#### 3.6.2 References

Providers must provide contact information for three entities Provider has provided commodities or services of a similar size and nature of those requested in this solicitation. Providers must use the Reference Form (Attachment D) 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 Provider's responsibility. The Department's determination is not subject to review or challenge.

#### 3.6.3. Statement of Non-Collusion

Providers must sign and return with their Bid, the **Statement of Non-Collusion** form **(Attachment E).** 

#### 3.6.4. Recycled Content

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

#### 3.7 Special Accommodations

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

#### 3.8 <u>Responsive and Responsible (Mandatory Requirements)</u>

Providers must complete and submit the following mandatory information or documentation as part of their Bid. Any Bid which does not contain the information below will be deemed non-responsive.

- Bids must be received by the time specified in **Section 2.5**.
- Attachment C: Price Page, must be completed as specified in Section 3.5.
- Attachment D: Reference Form, must be completed as specified in Section 3.6.2
- Attachment E: Statement of Non-Collusion, must be completed as specified in Section 3.6.3.

#### 3.9 Late Bids

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

#### **SECTION 4.0 SPECIAL CONDITIONS**

#### 4.1 <u>General Contract Conditions (PUR 1000)</u>

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

## The terms of this solicitation control over any conflicting terms of the PUR1000. Paragraph 31 of PUR 1000 does NOT apply to this solicitation or any resulting contract.

#### 4.2 <u>Scrutinized Companies</u>

All Providers 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 Provider 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.

#### 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.

Refer to Statement of Non-Collusion, Section 3.6.3

#### 4.4 <u>Certificate of Authority</u>

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 selected contractor to have appropriate registration may result in withdrawal of Contract award.

#### 4.5 **Provider Registration**

Each Provider doing business with the State of Florida 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 Florida Administrative Code Rule 60A-1.030. 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 Provider not registered in the MyFloridaMarketPlace system, unless exempted by rule. The successful Provider must be registered in the MyFloridaMarketPlace system within 5 days after posting of intent to award.

Registration may be completed at:

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

Providers 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 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 <u>Subcontractors</u>

Provider may enter into written subcontracts for performance 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 Provider enters into with respect to performance under the Contract will in any way relieve Provider 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 <u>Performance Measures</u>

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain performance measures which specify the required minimum level of acceptable service to be performed. The performance measures are detailed in **Attachment A, Scope of Services,** in this ITB.

#### 4.9 Financial Consequences

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain financial consequences that will apply if Provider fails to perform in accordance with the Contract terms. The financial consequences are detailed in **Attachment A, Scope of Services,** in this ITB.

#### 4.10 Standard Contract

Providers must become familiar with the Department's Standard Contract 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 Standard Contract is mandatory for Departmental contracts and the terms and conditions contained in the Standard Contract are non-negotiable. The Standard Contract terms and conditions are located at: <u>http://www.floridahealth.gov/%5C/\_media/procurements/\_documents/doh-standard-contract.pdf</u>

#### 4.11 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 the State of Florida. Venue must be in Leon County, Florida.

#### 4.12 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.

#### 4.13 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, Provider must make the public records available for inspection or copying upon request of the Department's custodian of public records at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or otherwise, and must comply with Chapter 119, Florida Statutes, at all times as specified therein. It is expressly understood that Provider'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 cancel the Contract agreement.

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 Provider 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, Provider 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.

Provider 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.

#### 4.14 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 U.S. Postal Service, a private delivery service, in person, or by facsimile during Business hours (Monday-Friday, 8:00 a.m. - 5:00 p.m., Eastern Standard Time) 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.

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

#### Agency Clerk mailing address:

Agency Clerk Florida Department of Health 4052 Bald Cypress Way, BIN A-02 Tallahassee, Florida 32399-1703 Telephone No. (850) 245-4005 Agency Clerk physical address for hand deliveries: Agency Clerk Florida Department of Health 2585 Merchants Row Blvd. Tallahassee, Florida 32399 Fax No. (850) 413-8743

#### A. <u>Services to be provided</u>:

- 1. <u>General Description</u>:
  - a. <u>General Statement</u>: This Contract is for the provision of printing and order fulfillment of the Department's Laboratory Request Form DH1628 (DH1628 Form).
  - b. <u>Authority</u>: Sections 20.43 and 381.004, Florida Statutes.
- 2. <u>Definition of Terms</u>:
  - a. Business Days: Monday through Friday, excluding state holidays.
  - b. Calendar Days: All days, including weekends and holidays.
  - c. Customer: The individual or organization ordering and paying for the delivery of the Department's DH1628 Form.
  - d. Department's DH1628 Form: A form developed by the Department which allows Customers to record client data related to a Human Immunodeficiency Virus (HIV) test. The specifications of this form are provided in Attachment B of this Contract, which is incorporated by reference.
  - e. Match Print: A process in which a document, provided by the Department, is printed one time and matched to an exact replica of the original document.
  - f. Proof: A trial impression taken of DH1628 Form to correct errors and make alterations.

#### B. Manner of Service Provision

- 1. <u>Scope of Work</u>: Provider will print and fulfill orders of the DH1628 Form throughout the contract term.
  - a. <u>Task List</u>: Provider will perform the following tasks:
    - Provide two proofs of the DH1628 Form as specified in Attachment B and Attachment F, which is hereby incorporated by reference, within five business days from the date of contract execution and within five business days of any Department request for changes to the DH1628 Form. The first proof must be a match print of the DH1628 Form and the second proof must be a color laser proof of the DH1628 Form trimmed to size. Submit the proof to the Department's Contract Manager for approval prior to commencing a print request.
    - 2) Fulfill orders for the DH1628 Form within five Business Days from receiving a request from the Department's Contract Manager.

Package printed DH1628 Forms in shrink-wrapped bundles of 100 forms with 10 bundles per box. Store all printed DH1628 Forms at Provider's location in preparation of order fulfillment.

- 3) Operate and maintain an online system for Customer ordering of the DH1628 Form throughout the contract term. Ensure the online system meets the following requirements:
  - a) Allow Customers the ability to order a minimum of 100 DH1628 Forms.
  - b) Available for Customer order placement within seven Business Days from the date of contract execution.
  - c) Display the Department's logo upon Customers accessing the online system. The Department's Contract Manager will provide the Department's logo to the Provider within seven days from the date of contract execution.
  - d) Available to Customers twenty-four hours a day, with the exception of any modifications or maintenance of the online system. Notify the Department a minimum of forty-eight hours prior to any modifications or maintenance to the online system. Ensure the online system is not unavailable more than one Business Day, unless otherwise agreed upon in writing by the Department.
  - e) Provide real-time inventory information to the Department's Contract Manager. The real-time inventory information must allow the Department the ability to monitor the availability of the DH1628 Form and request additional production of forms as needed.
  - Provide a preview image of the DH1628 Form to Customers. Ensure the preview image contains a watermark and no barcodes to prevent Customers from downloading and printing the sample image.
  - g) Allow Customers the ability to create and maintain a customer profile that includes the following:
    - (1) Name
    - (2) Shipping address
    - (3) Point of Contact name
    - (4) Point of Contact number
    - (5) Point of Contact e-mail address
  - h) Provide Customers with secure online credit card processing for the cost of shipping for each order placed. Ensure credit card information is not retained, stored, or

otherwise disseminated after an order has been processed.

- Provide a confirmation e-mail(s) to Customer once payment for the order is confirmed by the online system. Ensure the order confirmation includes the following information:
  - (1) Description of the items ordered
  - (2) Quantity of items ordered
  - (3) Shipping method
  - (4) Shipping charge
  - (5) Expected Delivery date
  - (6) Tracking number for shipped orders
  - (7) Customer's contact information
  - (8) The last four digits of credit card number
  - (9) Expiration date of the credit card
- j) Provide Customers the option to choose a desired shipping method based on the shipping options offered by Provider. Ensure the online system defaults to the least expensive shipping method.
- k) Provide an online system generated survey to Customers upon completion of each placed order. Develop three to five survey questions and submit to the Department's Contract Manager for approval within five Business Days from the date of contract execution. Keep copies of all survey results throughout the term of the contract. Provide survey results to the Department's Contract Manager within 10 business days of a request.
- 4) Ship all orders received by 2:00 p.m., eastern standard time, Business Days, from Provider's location to the Customer's shipping address on the same day the order is placed. Ship all orders received after 2:00 p.m., eastern standard time, on the next Business Day. Ensure all order packages are clearly labeled and marked with the form number, quantity contained and unit packaging for orders containing multiple packages for each shipped order.
- 5) Develop a report detailing each Customer order received and processed and submit it to the Department's Contract Manager by January 31 of each contract year. Ensure the report includes at a minimum the following information for each order:
  - a) Name of Customer
  - b) Date of order request
  - c) Time the order request was received
  - d) Date the order was shipped
  - e) Quantity of DH1628 ordered

- f) Quantity of DH1628 shipped
- b. <u>Deliverables</u>: Provider must complete or submit the following deliverables in the time and manner specified:
  - 1) Annual: Fulfillment of DH1628 Form orders as specified in Tasks B.1.a.1) through B.1.a.5) with submission of supporting documentation.
- c. <u>Performance Measures</u>: Deliverables must be met at the following minimum level of performance:
  - 1) Provide proofs of the DH1628 form as specified.
  - 2) Print the DH1628 Form as specified.
  - 3) Package the DH1628 Form as specified.
  - 4) Operate and maintain an online system for ordering of the DH1628 Form as specified.
  - 5) Ship orders for the DH1628 Form as specified.
- 2. <u>Financial Consequences</u>: Failure of Respondent to complete or submit a deliverable in the time and manner specified will result in a reduction in payment for that deliverable as follows:
  - a. Failure to provide the DH1628 Form proofs as specified will result in a \$500.00 reduction in the invoice amount.
  - b. Failure to print the DH1628 Form as specified will result in a 5 percent reduction in the invoice amount.
  - c. Failure to package the DH1628 Form as specified will result in a 5 percent reduction in the invoice amount.
  - d. Failure to provide and maintain an online system for ordering of the DH1628 Form as specified will result in a 5 percent reduction in the invoice amount.
  - e. Failure to ship orders for the printed DH1628 Form as specified will result in a 5 percent reduction in the invoice amount.
- 3. <u>Service Location and Times</u>:
  - a. <u>Storage Location</u>: Provider's location.
  - b. <u>Changes in Location</u>: Any changes to Provider's storage location must not interrupt order fulfillments.

- c. <u>Service Times</u>: Services under this Contract must be provided Monday through Friday from 8:00 a.m. to 5:00 p.m., eastern time, excluding state holidays.
- 4. <u>Staffing Requirement</u>:
  - a. <u>Staffing Level</u>: Provider must maintain an adequate administrative organizational structure and support staff sufficient to complete the deliverables under this contract.
  - b. <u>Subcontractors</u>: The Department will allow subcontractors for the provision of services under this contract as long as the deliverables are completed as specified.
- C. <u>Method of Payment:</u>
  - 1. <u>Payment</u>: This is a Fixed Price, Unit Cost contract. The Department will pay the Provider upon completion of the deliverables as specified in Section B.1.b., in accordance with the terms and conditions of this Contract, and the Provider's price sheet, which is hereby incorporated by reference.
  - 2. <u>Unit of Service</u>: A unit of service will consist of the completion of the required deliverable as specified in Section B.1.b.
  - 3. <u>Invoice Requirements</u>: Provider must submit a properly completed invoice to the Department's Contract Manager within 30 days of completing each Department DH1628 print request as specified.
- D. <u>Special Provisions</u>:
  - 1. <u>Contract Renewal</u>: This contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.
  - 2. <u>Priority</u>: This contract, its exhibits and attachments, DOH Laboratory Request Form (DH1628) Printing and Order Fulfillment, and Provider's response to this ITB, contain all the terms and conditions agreed upon by the parties. In the event of any conflict among these documents, the order of precedence will be this contract, the ITB and then Provider's Response.

#### END OF TEXT

#### ATTACHMENT B LABORATORY REQUEST FORM (DH1628) FORM SPECIFICATIONS

The following information details the specification requirements of the Department's DH1628 Form. Provider must have prior written approval from the Department's Contract Manager for any modifications or alterations to the specifications of DH1628 Form.

Publication Number:	DH1628
Publication Name:	Laboratory Request Form
Form Type:	Two-Part NCR (black print NCR required)
Camera-Ready Art:	Camera-ready art is a press quality PDF (attached). If vendor needs to modify this PDF to create their own camera-ready art, please identify additional cost for vendor's alterations. The Department of Health requests a copy of vendor's art used to create this form for our files after job is awarded.
Size:	Part 1: 8.5" x 11.5" (includes 0.5" top stub) Part 2: 8.5" x 14.5" (includes 0.5" top stub)
Paper:	Part 1: 15# Black Print CB (White) Part 2: 33# Black Print CF (Green Tint)
Printing:	<ul> <li>Part 1: Front side: 3 Spot Colors: Black, PMS 109 (Yellow), PMS 185 (Red)</li> <li>Part 2: Front side: 3 Spot Colors: Black, PMS 109 (Yellow), PMS 185 (Red) Back side: Black</li> </ul>
Part-to-Part Copy Changes:	<ul> <li>Printed (yellow, black, and red ink) front of Part 1.</li> <li>Printed (black and red ink) front of Part 2 and black back of Part 2.</li> <li>Handwritten data will be able to strike from Part 1 to Part 2.</li> <li>Front of Part 1 and front of Part 2 prints same copy.</li> <li>No instructions to print on back of Part 1.</li> <li>Part 2 prints different copy front and back.</li> <li>Permanent Barcode labels to be printed on Part 2 (see Bar-Coding Section).</li> <li>Part 2 has a removable (Perforated) card in lower right corner measuring 3" tall (top to bottom) and 2 1/2" wide.</li> </ul>
Marginal Words:	None
Bar-coding:	<ul> <li>Forms will be printed with a consecutively numbered 10-digit barcode of 3 of 9 on Parts 1 and 2 in the upper left-hand corner.</li> <li>Part 1 must have a scan enabled barcode, Part 2 must have a matching barcode and number may be original/crash imprinted, will not need to be scan enabled.</li> <li>The starting number for the barcodes will be determined at the time the contract is signed. Each number is to be unique with no duplication.</li> <li>The corresponding barcode and human readable number will also appear on each of the individual eight labels on Part 2.</li> <li>The large label will measure 2.5" (top to bottom) and 5 11/16" (left to right). Butt cuts must yield exactly 8 labels on the large label. Due to the size of the barcode (10 Digits) labels must be uniformly sized.</li> <li>Label material must be white, permanent and smudge-proof.</li> </ul>

#### ATTACHMENT C PRICE PAGE

A single award solicitation will be made to the responsive, responsible Provider offering lowest grand total for the services requested in this ITB. Unit price per form will control in the case of mathematical error(s).

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

Annual	Annual	Unit Price	Total Amount
Estimated Quantity of DH1628 Form ordered from the Department	Quantity Range Increase	Per Form	(Quantity Range Increase X Unit Rate)
280,000	280,000		\$
280,001- 400,000	120,000		\$
Annual Total Es from the Total A	•		\$
Annual Total Estimate X 3 (years)		ears)	\$

#### INITIAL THREE-YEAR CONTRACT TERM

#### RENEWAL YEAR ONE

Annual Estimated Quantity of DH1628 Form from the Department	Quantity Range Increase	Unit Price	Total Amount (Quantity Range Increase X Unit Rate)
280,000	280,000		\$
280,001- 400,000	120,000		\$
Renewal Year O Estimate	ne Annual To	tal	\$

#### ATTACHMENT C PRICE PAGE

#### **RENEWAL YEAR TWO**

Annual Estimated	Quantity Range	Unit Price	Total Amount
Quantity of DH1628 Form ordered from the Department	Increase		(Quantity Range Increase X Unit Rate)
280,000	280,000		\$
280,001- 400,000	120,000		\$
Renewal Year Ty Estimate	wo Total Ann	ual	\$

#### RENEWAL YEAR THREE

Annual Estimated	Quantity Range	Unit Price	Total Amount
Quantity of DH1628 Form ordered from the Department	Increase		(Quantity Range Increase X Unit Rate)
280,000	280,000		\$
280,001- 400,000	120,000		\$
Renewal Y	ear Three Tot	tal Annual Estimate	\$

#### **GRAND TOTAL**

Insert

CONTRACT TERM	TOTAL AMOUNT
INITIAL 3 YEAR CONTRACT TERM	\$
RENEWAL YEAR ONE	\$
RENEWAL YEAR TWO	\$
RENEWAL YEAR THREE	\$
GRAND TOTAL	\$

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Provider Name:		
<b>Provider Mailing Ad</b>	ldress:	

City-State-Zip: \_\_\_\_\_

% of recycled content of the material used for printing

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 Standard Contract

#### Signature of Authorized Representative\*: \_\_\_\_\_

### Printed (Typed) Name and Title: \_\_\_\_\_

\*An authorized representative is an officer of the Provider'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 D REFERENCE FORM

Provider's Name:

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

	Company/Agency Name:
	Address:
	City, State, Zip:
	Contact Name:
1.	Contact Phone:
	Contact Email Address:
	What products/services were provided?
	Begin and End Dates: mm/dd/yyyy to mm/dd/yyyy
	Company/Agency Name:
	Address:
	City, State, Zip:
	Contact Name:
2.	Contact Phone:
	Contact Email Address:
	What products/services were provided?
	Begin and End Dates: mm/dd/yyyy to mm/dd/yyyy

#### ATTACHMENT D REFERENCE FORM

	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
3.	Contact Phone:	
	Contact Email Address:	
	What products/services were provided?	
	Begin and End Dates: mm/dd/yyyy to mm/dd/yyyy	

#### ATTACHMENT E 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 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 Provider, 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 Provider'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.

	SITE A	DDRESS	S			LC	OCAL USE	PLEAS	LAB COPY SE SEE BACK FOR			
0502550000				Counselor IE		PI	RE-TEST COU		ISTRUCTIONS			
		AL DBS		4/8 🗌 V. L	OAD				RAPID TEST REACTIVE			
Last Name				First Name					M.I.			
Address												
City					St	ate	Zip Code					
County			L 1	Additional _ocating nformation								
Phone 1	/					Last 4 of So						
Phone 2		-		Medicaid #								
Date of Birth	Ethnicity (Select one)	Race (Se	elect one or <u>m</u>	ore)	Self-Repor		Birth Sex	Pregnant	In Prenatal Care			
	O Hispanic or Latino	O American In		tive Hawaiian/ cific Islander	O Male		O Male					
Country of Birth	O Not Hispanic or Lating	Alaskan Na O Asian			<ul> <li>Female</li> <li>Transgend</li> </ul>		<ul> <li>○ Female →</li> <li>○ Refused</li> </ul>	O Yes → O No	O Yes O No			
	O Don't Know O Refused	O Black/Africa American	n O Do O Re	n't Know fused	<ul> <li>Transgend</li> <li>Transgend</li> </ul>	ler/F to M ler/Unspecified		O Don't Know O Refused	<ul> <li>Don't Know</li> <li>Refused</li> </ul>			
Testing History Questions	Desult of Le		Risk Fa	actors		Past 12	months	Eve	ar.			
Previous HIV Test?	Result of La	/e				Male Female		Male Female 1	_			
O No	O Regative O Reactive Rapid Test			Vaginal or Anal Sex with O O O								
O Don't Know     If YES, Test Date:     On't Know       O Refused     If YES, Test Date:     On't Know				Without using a condom   O   O     With an IDU   O   O								
Are you testing today for * :						<u> </u>	0		0			
		erse for definitions					-					
Have you ever taken any Antiretroviral or HIV medicine?				Past <u>Has the client:</u> <u>12 months</u> <u>Ever</u>								
Yes, PrEP     First day of PrEP     Last day of PrEP				had vaginal/anal sex with an MSM? (FEMALE only)O								
				had sex for drugs, money or other items?								
Yes, nPEP     First day of nPEP     Last day of nPEP				used injection drugs?								
O Yes, HIV Positive First day of HIV medication Last day of HIV medication				No risk identified Refused to discuss risk factors								
O Yes, to treat Hepatitis O No O Don't Know O Refused				In the past 12 months, how many different: Sex partners?								
RAPID TEST SITE USE O	NLY OraQ	uick OSur	e Check	Determin	e 🔿 Insti	Other		Reactive	REACTIVE how at			
Test Kit Lot Number Test Kit Expiration Date Non-Reactive												
Finger Stick       Venous Blood Draw       Oral Fluid       Oral Fluid       If NR, mail form to Tallahassee, see reverse for instructions         Non-Reactive:       possible acute												
Total test processing time:		<u>sult Given?</u>		ОиС				Send BLOOD speci Pag				
DH Form 1628, 05/16, (10/13 edition n (Stock number 5740-000-1628-3)	may be used) Ret	urn Appointm	ent Date					of Florida Depar ureau of Laborato				

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Last Name			First Name				M.I.	
Address								
City				State	Zip Code			
County			Additional _ Locating Information -					
Phone 1				Last 4 of So	ocial Security #			
Phone 2			Medicaid a	¢	IV TESTS ONLY			
Date of Birth			elect one or <u>more</u> )	Self-Reported Gender	Birth Sex	Pregnant	In Prenatal Care	
	Hispanic or Latin     Not Hispanic or	Alaskan Na		O Male O Female	O Male O Female -	• Yes -	O Yes	
Country of Birth	O Don't Know	O Asian	O White O Don't Know	O Transgender/M to F O Transgender/F to M	O Refused	O No O Don't Know	O No O Don't Know	
	O Refused	American	O Refused	O Transgender/Unspecifie	d	O Refused	O Refused	
esting History Questions			Risk Factors	Dest 1	menthe			
Previous HIV Test?	-	of Last HIV Test Positive		Male Female	2 <u>MONTHS</u> Transgender	<u>Eve</u> Male Female 1	_	
O No	<u> </u>	Negative Reactive Rapid Test	Vaginal or Anal Se	ex with O	0		0	
Don't Know	ŏ	Indeterminate	Without using	a condom OO	0		0	
Refused     If YES, Test	Q	Don't Know Refused	-	00	0		0	
Annual tradition for the form					-		0	
Are you testing today for * : C		PEP *See reverse for definitions	VVith an HIV 4	person O	0	0 0	0	
lave you ever taken any Anti	retroviral or HIV	medicine?				Р	ast	
Yes, PrEP			Has the client:				onths Ever	
First day of PrEP	Last da	ay of PrEP	had vaginal/anal had an anonymo	sex with an MSM? (Fillus partner?	EMALE only)		·O	
			had sex for drugs	s, money or other item	s?		OO	
Yes, nPEP			had an STD diag used injection dr	nosis? ugs?			.00	
First day of nPEP	Last d	lay of nPEP		ey share injection equi				
Yes, HIV Positive First day of HIV medication	Last day of H	HIV medication		s risk factors				
O Yes, to treat Hepatitis O No	O Don't Know	O Refused	In the past 12 mon Sex partners?	ths, how many differen	nt: Needle-shari	ng partners?		
APID TEST SITE USE C		DraQuick OSur	e Check O Determin	e 🔾 Insti 🔵 Other		Reactive Mark RAPID TEST I	PEACTIVE box at	
est Kit Lot Number		Tes	t Kit Expiration Date		-	top of form	DOX di	
Finger Stick Venous I	Blood Draw	Oral Fluid	$\cap$	REFUSED CONFIRMATOR	0	If NR, mail form to T see reverse for instr		
otal test processing time:	MINUTES	Result Given?			- O M	Send BLOOD speci	possible acute imen to Lab	
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					ear off and give reminder card to client with return appointment PLACE SCAN STICKER HERE	Return Appointment Date Return Appointment Location	ncy Phone Number (	

For further instructions on completing this form, please see our website at: http://www.floridahealth.gov/diseases-and-conditions/aids/prevention/testing-counseling.html

Be sure to include your test site's address and assigned site number. Without this information, the test result MAY NOT be returned as the laboratory will have no way of identifying where to send the paper results. Contact your Early Intervention Consultant (EIC) for a site number or to make changes to a site number profile.

#### Fill in this section if today's HIV test is related to PrEP or nPEP:

PrEP (pre-exposure prophylaxis): PrEP is a pill taken daily to prevent HIV infection when used in combination with other risk reduction strategies.

nPEP (non-occupational post-exposure prophylaxis): nPEP is a combination of pills taken daily for 28 days to prevent HIV infection after a high-risk exposure to HIV.

#### Important Reminders for Rapid Test Sites

✓ Complete the RAPID TEST USE ONLY section of the form in its entirety including the "Result Given" and rapid test result fields.

✓When sending the DH1628 to the lab for confirmation of a reactive rapid test, always indicate the type of confirmatory specimen being sent and mark the "RAPID TEST REACTIVE" box at the top of the form.

✓DO NOT mark the specimen type or "RAPID TEST REACTIVE" boxes at the top of the DH1628 for NON-REACTIVE tests.

✓ In accordance with DOH security policy, completed GOLD (top) copy forms showing a NON-REACTIVE rapid test, and the REACTIVE RAPID TEST REACTIVE LOG that are sent to the section **MUST** be double enveloped with the mailing address on both packages. <u>Only the inner envelope should be clearly marked "CONFIDENTIAL"</u>. Please send packages to the section via traceable UPS, Federal Express (or other similar carrier) within one month of testing to:

> HIV/AIDS Section 4025 Esplanade Way Tallahassee, FL 32399 Attention: Rapid Testing Data/Room 304

 $\checkmark$ Do not send any logs other than the REACTIVE RAPID TEST REACTIVE LOG to the section. All other logs must be maintained at the test site.

