TITLE PAGE FLORIDA DEPARTMENT OF HEALTH DOH20-021



Respondent Name:		
Respondent Mailing Address: _		
City, State, Zip:		
	Fax Number:	
E-Mail Address:		
Federal Employer Identification		

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

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

Signature of Authorized Representative:

Printed (Typed) Name and Title:

*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of this Bid. Documentation establishing delegated authority must be included with the Bid if signed by someone other than the authorized representative.

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SECTION 1.0 INTRODUCTORY MATERIALS

1.1 <u>Statement of Purpose</u>

The purpose of this Invitation to Bid (ITB) is for the State of Florida, Department of Health, through its Division of Medical Quality Assurance (Department), to obtain competitive prices for specialized license paper for Category I, Active Licenses, and Category II, Retired, Suspended and Inactive Licenses.

1.2. Legal Authority

Chapter 287, Florida Statutes and section 456.013(2), Florida Statutes.

1.3 <u>Scope of Services</u>

A detailed **Scope of Work** for this solicitation is provided as **Scope of Work (Attachment A)**, in this ITB.

1.4 Incorporation by Reference

The PUR 1001, General Instructions to Respondents (PUR 1001), and PUR 1000, General Contract Requirements (PUR 1000), are hereby incorporated by reference to the terms of this solicitation. Refer to **Sections 3.1** and **4.1** of this ITB for further detail. Pursuant to Rule 60A-1.002, Florida Administrative Code, the terms of this solicitation, which includes the Department's Standard Contract, control in the event of a conflict between either the PUR1000 or the PUR1001, unless such conflicting term is required by Florida law.

1.5 <u>Definitions</u>

In addition to the definitions in the **PUR 1000** and **PUR 1001**, and the **Scope of Work** (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.

Certified Minority Business Enterprise: A business certified by any local governmental jurisdiction or organization accepted by the Department of Management Services, Office of Supplier Diversity (DMS), as a certified minority business enterprise for purposes of doing business with state government when DMS determines that the state's minority business enterprise certification criteria are applied in the local certification process in accordance with section 287.0943, Florida Statutes.

Contract: The formal agreement or Order that will be awarded to the successful DOH20-021 Invitation to Bid

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.

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.

Specialized License Paper: Paper with security features that are embedded in the product to include thermochromic ink that causes the paper to change color when copied or exposed to temperatures of 149 degrees Fahrenheit.

State: State of Florida.

State Holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday After Thanksgiving, Christmas Day.

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_www.main_menu.

SECTION 2.0 PROCUREMENT PROCESS, SCHEDULE, & CONSTRAINTS

2.1 <u>Procurement Officer</u>

The Procurement Officer assigned to this solicitation is:

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

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

2.2 <u>Restrictions on Communications</u>

Pursuant to section 287.057(25), 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 <u>Term</u>

It is anticipated that the Contract resulting from this ITB will be for a period of three year beginning from February 1, 2022, or the Purchase Order issuance 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 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 /	January 20,	Posted to the Vendor Bid System at:
Released	2022	http://vbs.dms.state.fl.us/vbs/main_menu

Questions Submitted in Writing	Must be received PRIOR TO: January 31, 2022 @ 4:30 PM	Submit to: Florida Department of Health Central Purchasing Office Attention: Erin N. Lucas Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 E-mail: Erin.Lucas@flhealth.gov
Answers to Questions (Anticipated Date)	February 3, 2022	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: February 10, 2022 @ 2:30 PM	PUBLIC OPENING Submit to: Florida Department of Health Central Purchasing Office Attention: Erin N. Lucas Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Anticipated Posting of Intent to Award	February 21, 2022	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 VBS. It is the responsibility of the Respondent to be aware of any addenda that might affect this ITB or their Bid.

2.7 <u>Questions</u>

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 services requested in this ITB including delivery, FOB destination. The

Department reserves the right to not make an award under this ITB, as determined to be in the best interest of the State.

2.9 Identical Outcomes

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

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

2.10 Modifications and Withdrawal

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

2.11 Clarification Process

The Department may request clarification from the Respondent to resolve ambiguities or to question minor irregularities presented in its Bid. Clarifications may be requested throughout this procurement process. The Respondent's answers to requested clarifications must be in writing and address only the information requested. The Respondent's answers to requested clarifications must be submitted to the Department within the time specified by the Department.

2.12 Contract Formation

The Department will enter into an Order with the awarded Provider pursuant to **Section 2.8**, Basis of Award. Each Order will incorporate the terms of the **or Scope of Work (Attachment A)**, the Department's **Order Terms and Conditions**, and the awarded Provider's **Price Page (Attachment B)**.

SECTION 3.0 INSTRUCTIONS FOR BID SUBMITTAL

3.1 General Instructions to Respondents (PUR 1001)

The General Instructions to Respondents (PUR 1001) is incorporated by reference in this solicitation. This document should not be returned with the Bid. The PUR 1001 is located at http://dms.myflorida.com/content/download/2934/11780.

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

3.2 Instructions for Submittal

- 3.2.1. Respondents must complete, sign, and return the "Title Page" with their Bid submittal.
- 3.2.2 Respondents must complete and return the **Price Page (Attachment B)** with their Bid submittal.
- 3.2.3 Respondents must submit all technical and pricing data in the formats specified in the ITB.
- 3.2.4. Respondents must submit one original paper copy of their Bid and one original copy on a single USB storage device, or CD viewable in Adobe Acrobat Reader (PDF). The electronic copy submitted must contain the entire Bid as the submitted original copy, including all supporting and signed documents. Refer to Section 3.4 for information on redacting confidential information, if applicable.
- 3.2.5. Bids must be sent by United States Postal Service, courier, or hand delivered to the location indicated in **Section 2.5., Timeline.**
- 3.2.6 Bids submitted via electronic mail (email) or facsimile will <u>not</u> be considered.
- 3.2.7. Bids must be submitted in a sealed envelope or sealed package with the solicitation number, date, and time of the Bid opening clearly marked on the outside.
- 3.2.8. The Department is not responsible for improperly marked Bids.
- 3.2.9 It is the Respondent's responsibility to ensure its Bid is submitted at the proper place and time indicated in **Section 2.5., Timeline.**
- 3.2.10 Bids must be received by the date and time specified in Section 2.5., Timeline.
- 3.2.11. The Department's clocks will provide the official time for Bid receipt.
- 3.2.12. Materials submitted will become the property of the State and accordingly, the State reserves the right to use any concepts or ideas contained in the Bid.

3.3 Cost of Preparation

Neither the Department nor the State is liable for any costs incurred by a Respondent in responding to this solicitation.

3.4 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records must be made available pursuant to the provisions of the Public Records Act. If Respondent considers any portion of their Bid to this solicitation to be confidential, exempt, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or any other authority, Respondent must segregate and clearly mark the document(s) as "CONFIDENTIAL".

Simultaneously, Respondent will provide the Department with a separate redacted paper and electronic copy of their Bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy must contain the solicitation name, number, and the name of Respondent on the cover, and must be clearly titled "**REDACTED COPY**".

The redacted copy must be provided to the Department at the same time Respondent submits its Bid and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. Respondent will be responsible for defending its determination that the redacted portions of their Bid are confidential, trade secret, or otherwise not subject to disclosure. Further, Respondent must protect, defend, and indemnify the Department for all claims arising from or relating to the determination that the redacted portions of their Bid are confidential, proprietary, 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 <u>Price Page</u>

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

3.6 Prior Experience Form

Respondents must provide contact information for three entities the Respondent has provided services of a similar size and nature of those requested in this solicitation that demonstrate a minimum of five years of experience in printing specialized license paper. Respondents must use **Attachment C**, **Prior Experience Form** of this ITB to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience.

3.7 <u>Recycled Content</u>

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

3.8 <u>Subcontractor List</u>

Respondent may enter into written subcontracts for performance of services under the Contract resulting from this solicitation. Any 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 Respondent enters into with respect to performance under the Contract will in any way relieve Respondent 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 and reject any subcontractor proposed by the Respondent in its Bid.

The Respondent must complete **Attachment G, Subcontractors List**, in its entirety and submit it with the Bid.

3.9 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).

3.10 <u>Responsive and Responsible (Mandatory Requirements)</u>

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.

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

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

- 3.10.3. Prior Experience Form (Attachment C), as specified in Section 3.6.
- 3.10.4. Statement of Non-Collusion (Attachment D) as specified in Section 4.3.
- 3.10.5. Respondent Certification Regarding Scrutinized Companies Lists (Attachment E) as specified in Section 4.2.
- 3.10.6. Bids must document the Respondent's ability to meet the requirements specified in Attachment A, Scope of Work.

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

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 <u>Scrutinized Companies</u>

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

Refer to **Respondent Certification Regarding Scrutinized Companies Lists Form,** Attachment F.

4.3 <u>Conflict of Interest and Statement of Non-Collusion</u>

Section 287.057(19)(c), Florida Statutes, provides "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."

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

Refer to Statement of Non-Collusion Form, Attachment D.

4.4 <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 Provider to

have appropriate registration may result in withdrawal of the Contract award and forfeiture of its Bid Bond, if applicable.

4.5 <u>Provider Registration</u>

Each Provider doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033, Florida Administrative Code. State agencies must not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, with any Respondent not registered in the MyFloridaMarketPlace system, unless exempted by rule. The Provider must be registered in the MyFloridaMarketPlace system within five days after posting of the Intent to Award.

Registration may be completed at:

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

A Provider lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

4.6 <u>Minority, Women, And Florida Veteran Business Participation</u>

The Department encourages certified minority, women, and Florida veteran business participation in all its solicitations.

4.7 <u>Indemnification</u>

Provider must save and hold harmless and indemnify the Department against any and all liability, claims, judgments, or costs of whatsoever kind or nature for injury to, or death of any person or persons and for loss or damage to any property resulting from the use, service operation, or performance of work under the terms of the Contract, resulting in whole or in part from the negligent acts or omissions by Respondent, their subcontractor, or any of the employees, agents, or representatives of Respondent or subcontractor.

4.8 <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 the **Scope of Work** (Attachment A).

4.9 Financial Consequences

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain financial consequences that will apply if successful Respondent fails to perform in accordance with the Contract terms. The financial consequences are detailed in the **Scope of Work** (Attachment A).

4.10 Order Terms and Conditions

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

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

http://www.floridahealth.gov/about/administrativefunctions/purchasing/DOHTermsandConditions1272021.pdf

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 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.

4.12 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 <u>Records and Documentation</u>

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, 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.

4.14 <u>Attorney's Fees</u>

In the event of a dispute prior to or post award, each party responding to this solicitation is responsible for its own attorneys' fees, except as otherwise provided by law.

4.15 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

- 1. **PURPOSE:** This scope of work is for specialized license paper for Category I Active, and Category II, Retired, Suspended, and Inactive licenses. Contractor will provide these services to the Department.
- 2. **TERM:** This scope of work will begin on 3/1/2022 or the purchase order issuance date, whichever is later. It will end at midnight, Eastern Time on 2/1/2025. The State of Florida's performance and obligation to pay under this purchase order and any subsequent renewal is contingent upon annual appropriation by the Legislature and satisfactory performance of the Contractor.

3. LOCATION OF WORK:

The worksite for this scope of work is the following location(s):

TBD TBD

4. CRIMINAL BACKGROUND SCREENING: The Department will conduct a criminal history record check, including fingerprinting, on the staff assigned by the Contractor prior to the staff commencing work for the Department. The Department retains sole discretion as to whether the results of the criminal history record check will result in the Contractor's employee being disqualified from performing services pursuant to this purchase order.

5. CONTRACTOR QUALIFICATIONS AND EXPERIENCE:

The Contractor must possess the following minimum qualifications and experience: A minimum of five years of experience in printing specialized license paper.

- 6. **CONTRACTOR RESPONSIBILITIES:** Contractor must perform the following throughout the purchase order term:
 - **6.1 PRODUCT SPECIFICATIONS:** Contractor must ensure the specialized license paper meets the following specifications:

6.1.1 Category I - Specialized License Paper for Active License Paper:

6.1.1.1 License paper must be 9.5" x 14" pressure seal eccentric Z-fold cut sheet. The license paper will utilize 91-pound, white tag non post-consumer security paper printed 1/1 in PMS 290 ink, two full and one partial vertical perforations, five full and one partial horizontal perforations. The license paper will have ½ of an inch top, left and right margin with cohesive bars on the edge of the paper. License paper will contain standard fold perforations at 4 ¾, 9 ½, 10 and 10 ½ inches. There should also be a ½ inch margin with cohesive bars on the edge of the license paper between the 9 ½ inches and 10-inch standard fold perforation. Provider must maintain a supply of 70 cartons of the printable paper on hand at all

times. Provider must maintain a sufficient supply of thermochromatic ink to print 70 cartons of license paper at all times.

- **6.1.1.2** The specialized license paper must contain the following security features:
 - 6.1.1.2.1 The top portion of the paper must contain a hidden word "VOID" feature on the continuous face that will become immediately and visibly evident when copies are made on black-and-white, color, or digital copiers, and scanners. A partial coverage, marble-look background pantograph pattern using printing with PMS 290. This effect is required on the wall card, which has a width of 6 ½ inches and height of 4 ¾ inches, and the pocket card has a width of 2 ¼ inches and height of 3 ¼ inch.
 - 6.1.1.2.2 The face of the paper must contain two red seven-digit consecutive control numbers that should be printed in PMS 185, one printed control number at the upper left corner of the wall card 5/8 of an inch from the vertical perforation, and one printed at a right angle on the upper right section of the paper. The size of the numbers should be approximately ¼ inch in height. There will be no duplicated or missing numbers. Control numbers will be provided by the Department.
 - 6.1.1.2.3 An image of the Great Seal of the State of Florida will be printed in the center of the wall card (2 ¼ inches in diameter) and (1/2 inch in diameter) in the center on the wallet card using thermos-chromatic ink that will permanently fade from blue to white at the 149 degrees Fahrenheit threshold of heat exposure. The exact PMS colors of the thermos-chromatic will be determined by the Department and awarded Provider.
- 6.1.1.3 Full Copy Security Printing must be performed as follows:

6.1.1.3.1 Front:

6.1.1.3.1.1 Top portion- A fine prismatic color copier void pantograph background in blue PMS 290-292-290 ink with a void pantograph which when copied either by digital or color copiers or scanners must display the "VOID" is continuous throughout the copy.

6.1.1.3.1.2 Middle Portion- Must be printed using PMS 290 ink.

6.1.1.3.1.3 Bottom Portion- Must be printed using PMS 290 ink with a 1 $\frac{1}{4}$ x 3 $\frac{1}{2}$ inch white space in the lower center for addressing.

6.1.1.3.2 Back:

6.1.1.3.2.1 Top and Bottom portion- must be printed using PMS 292 with a custom pantograph of the "State of Florida" written on a continuous script pattern in white with no spaces between the words, phrase repeating left to right, top to bottom, 8pt. capital letters, sans serif font on the top and bottom of the Z-fold cut sheet.

6.1.1.3.2.2 Middle portion- must be 4 1/8 inches in height printed in blue PMS 290 ink with three cohesive bars across 2 inches from the standard perforation. It shall also include a 5/8 inch white space before and $\frac{1}{2}$ inch white space after the blue printed area.

6.1.2 Category II - Specialized License Paper for Retired, Suspended, and Inactive Licenses Paper:

- **6.1.2.1** License paper must be 9.5" x 14" pressure seal eccentric Z-fold cut sheet. This type of license paper will utilize 91-pound white tag non post-consumer paper, printed 1/1 in black ink, two full vertical perforations, and five full horizontal perforations. The license paper will have a blank front with a $\frac{1}{2}$ top, left and right margin with cohesive bars on the edge of the paper. License paper will contain standard fold perforations at 4 $\frac{3}{4}$ ', 9 $\frac{1}{2}$ ', 10' and 10 $\frac{1}{2}$ '. There should also be a $\frac{1}{2}$ ' margin with cohesive bars on the edge of the paper on the edge of the paper on hand. By maintaining the paper on hand, printing can commence upon receipt of a purchase order and licensing delays will be avoided.
- **6.1.2.2** The specialized license paper must contain the following security features:
 - 6.1.2.2.1 The face of the paper shall be blank and will contain one red six-digit consecutive number printed using PMS 185 at the upper left corner of the paper 5/8 of an inch from the vertical perforation. The consecutive control numbers are to be determined

by the Department once the contract is awarded. The static prefix of "AC#" shall be used using PMS Cool Gray 9 printed before the red six-digit control number.

- 6.1.2.2.2 The face copy must be blank except for the number and the static prefix.
- 6.1.2.3 Full Copy Security Printing must be performed as follows:

6.1.2.3.1 Front:

6.1.2.3.1.1 Top portion- shall contain one red sixdigit consecutive numbers printed using red PMS 185 ink at the upper left corner of the paper 5/8 of an inch from the vertical perforation with a static prefix of "AC#" using PMS Cool Gray 9 ink.

6.1.2.3.1.2 Middle and bottom portion must be completely blank.

6.1.2.3.2 Back:

6.1.2.3.2.1 Top and bottom portion shall be printed using PMS Cool Gray 11 with a custom pantograph of the "State of Florida" written in a continuous script pattern in white with no spaces between the words, phrase repeating left to right, top to bottom, 8 pt. capital letters, sans serif font on the top and bottom of the Z-fold cut sheet.

6.1.2.3.2.2 Middle portion shall be 4 1/8 inches in height printed in PMS Cool Gray 4 ink with three cohesive bars across 2 inches from the standard perforation. It shall also include a 5/8-inch white space before and $\frac{1}{2}$ inch white space after the grey printed area.

6.1.3 Deliver the Specialized License Paper for Category I and II as follows:

- **6.1.3.1** Deliver the following quantities of specialized license paper as requested by the Department: 50,000 to 100,000 sheets for active licensees; 3,000-10,000 sheets for inactive licensees, and 3,000 sheets of test paper.
- **6.1.3.2** The specialized license paper must be distributed to the delivery location no later than four weeks after the receipt of the purchase order.
- **6.1.3.3** Deliver specialized license paper no later than 5:00 p.m. Eastern Standard Time, Monday through Friday.

- **6.1.3.4** Prepare a packing slip and include it with each shipment. Ensure the packing slip includes the number of cartons by type of paper and the starting and ending certificate numbers in each carton. There will be no duplicated or missing numbers.
- **6.1.3.5** Deliver the specialized license paper via secure, locked truck that with limited access to granted only to employees with security badges or a courier service.
- **6.1.4 Specialized License Paper Security Measures**: Ensure the following security measures are in place at all times:
 - **6.1.4.1** Perform security clearances and fingerprinting on all employees with access to specialized license paper.
 - **6.1.4.2** Photo film and images of the specialized license paper must be maintained in locked safes in the pre-press area.
 - 6.1.4.3 Security access must be monitored 24 hours a day, 7 days a week.
 - **6.1.4.4** Secured area must be provided for storage of specialized license paper.
 - **6.1.4.5** Secured area must be provided for the manufacturing of specialized license paper.
 - **6.1.4.6** All quality control samples, and docket materials must be voided, logged and filed in a locked safe.
 - **6.1.4.7** All employees must wear identification badges at all times.
 - **6.1.4.8** All outside vending and contractor employees must be strictly controlled and wear identification badges.
 - **6.1.4.9** All visitors must be restricted to authorized areas unless appropriate clearances are obtained for entering a restricted area.
 - **6.1.4.10** There must be uniform locking devices on all outside doors and inside doors where specialized license paper is being manufactured. (Example: burglary alarm systems and managed access controls)
 - **6.1.4.11** A log must be kept for all visitors entering the manufacturing area recording the name of the visitor and the date and time of the visit.
 - 6.1.4.12 Monitor the outside and inside of the manufacturing areas.
 - **6.1.4.13** There must be limited staff access to manufacturing and product areas.
 - **6.1.4.14** All specialized license paper that is damaged or cannot be used by the Department must be securely shredded by the manufacturer, or a secure shredding contracted service. The material must be documented on a certificate of destruction that can be used as an auditable trail of custody, including the date and description of the shredded materials. This document must be witnessed and signed by the manufacturer and any secured shredding personnel if a contracted shredding service is utilized. This document must be provided to the Department no later than 24 hours after the materials are shredded.

- **6.1.5** The Department reserves the right to alter the specification for Category I and II licenses by decreasing the width from 9.5 inches to 9 7/16th inches. If the Department exercises this option, 1/32nd of an inch will be removed from the ½ inch, white, left and right borders on each license, and the borders will still contain the cohesive bars needed to properly fold/seal the paper.
- **6.1.6** Test Paper: The Department requests the option to purchase 5,000 pieces of each type of specialized license paper per year with full printing and perforations for testing and print specification approval in addition to the contracted amount of license paper. These test paper pieces will be securely destroyed on the vendor's premises and documented by the vendor.
- **6.1.7** Numbering: Beginning sequential number will be supplied at the time of purchase order. For subsequent orders, the beginning number will be supplied by the Department and will be sequential to the last number printed on the last order. Supply the list of sequential numbers used with the invoice. The numbering shall be continuous with no duplicate and no missing numbers. The over/under runs shall not be greater than 10 percent.
- **6.1.8** Packing: The paper will be packed in cartons containing 1,500 sheets per carton, 5 reams per carton. Each ream shall contain 300 sheets of paper and shall be shrink-wrapped. Each carton will be clearly labeled on one side showing the form number, quantity, starting and ending numbers in the carton and the carton number. Seal each carton with security tape.
- **6.1.9** Artwork: Supply all camera-ready copies and final artwork for printing of these forms to the Department. Any cost for this service must be included in the unit cost. Any artwork used to manufacture the Great Seal of the State of Florida provided to Provider by the Department or generated by the Contractors part of these specifications shall remain the property of the Department and must be returned to the Department at the end of the contract term.
- **6.1.10** The active and inactive license forms must be delivered to Image API at 2002 Old St. Augustine Road, Tallahassee, Florida 32301 as requested by the Department.
- **6.1.11** In the event of an error on the Contractor's part in the completion of an order, the Provider must schedule a secure pick-up and destruction of the affected order, and work to replace the order within five business days, at Contractor's cost.
- **6.1.12** If the Contractor experiences any production changes (e.g., change of production facility location or supplier delivery delays) that will affect the printing of Department licenses, provide written notice to the Department within three to five business days. The notice must describe the expected timeframe delays related to production and delivery times.

6.2 DELIVERABLES:

Contractor will complete and submit the following deliverables to the Department in the time and manner specified:

- **6.2.1** Upon Completion: Category I, Specialized Active License Paper with Delivery in the time and manner specified in Tasks 6.1.1 and 6.1.3 through 6.1.12.
- **6.2.2** Upon Completion: Category II, Specialized Retired, Suspended and Inactive License Paper with Delivery in the time and manner specified in Tasks 6.1.2 through 6.1.12.

7. METHOD OF PAYMENT:

- 7.1 A purchase order will be issued to the Contractor.
- 7.2 The method of payment for this purchase order is unit rate.
- 7.3 The Contractor will not receive payment in advance for goods or services described in this scope of work.
- 7.4 The Contractor must submit an invoice upon completion of each deliverable that provides a detailed accounting of the deliverables performed during the invoice period for which payment is being requested.
- 7.5 The Contractor is responsible for the performance of all tasks and deliverables contained in this scope of work.

8. PERFORMANCE MEASURES AND FINANCIAL CONSEQUENCES:

All deliverables and related tasks must be completed 100% as specified. Failure to satisfactorily complete or submit a deliverable in the time and manner specified will result in a financial consequence as indicated below:

- 8.1. Failure to complete and submit **Deliverable 6.2.1** in the time and manner specified will result in a payment reduction equal to ten percent of the total invoiced amount.
- 8.2 Failure to complete and submit **Deliverable 6.2.2** in the time and manner specified will result in a payment reduction equal to ten percent of the total invoiced amount.

9. CONTRACTOR TRAVEL REIMBURSEMENT:

The Contractor will not be reimbursed for any travel expenses under this agreement.

10. DEPARTMENT CONTRACT MANAGER:

The Department Contract Manager for this scope of work is:

	LOCATION NAME
TBD	STREET ADDRESS
	CITY, STATE, ZIP

11. CONTROLLING TERMS AND CONDITIONS:

- 7.6 Agency Invitation to Bid (DOH20-021);
- 7.7 Department Purchase Order Terms and Conditions
- 7.8 Contractor's Response to the Department's Invitation to Bid, and
- 7.9 Department Scope of Work (SOWXX-XXX).

ATTACHMENT B PRICE PAGE

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

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

The below prices submitted by the Respondent are all inclusive. There must be no additional costs charged to the Department for work performed under this Bid.

No changes should be made to the format of this price page. Any changes made to the price page may deem the Respondent's Bid non-responsive and could be rejected.

**The estimated quantities in this Invitation to Bid are only to be used to determine bid prices and not be considered as definite quantities to be ordered by the Department. The ordered quantities may be less than or greater than those stated in this solicitation at no penalty to the Department.

outogoly i	Specialized Licen	se Paper for Active	Licenses
Description	Unit Price Per 1000 Sheets	Estimated Quantity	Total Price
1 st Year (2022-2023)	\$ X	650,000 =	\$
2 nd Year (2023-2024)	\$X	640,000 =	\$
3 rd Year (2024-2025)	\$X	850,000 =	\$
Paper for Testing and Print Specification Approval	\$X	5,000 =	\$
Total Pri	ce for Category I		\$
Category II – Specialized L	icense Paper for	Retired, Suspended	d and Inactive Licenses
Description	Unit Price Per 1000 Sheets	Estimated Quantity	Total Price
1 st Year (2022-2023)	\$X	14,500 =	\$
1 st Year (2022-2023) 2 nd Year (2023-2024)	\$X \$X	14,500 = 15,500 =	\$ \$
	· · · · ·	-	· · · · · · · · · · · · · · · · · · ·
2 nd Year (2023-2024)	\$X	15,500 =	\$

Initial Term (2022-2025)

ATTACHMENT B PRICE PAGE

Initial Term Total

(Category I + Category II) =

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Renewal Pricing (2025-2028)

3rd Year (2027-2028)

Paper for Testing and Print

Specification Approval

Category I – S	Specialized Licer	se Paper for	Active Licenses
Description	Unit Price Per 1000 Sheets	Estimated Quantity	Total Price
1 st Year (2025-2026)	\$ X	672,000 =	\$
2 nd Year (2026-2027)	\$X	850,000 =	\$
3 rd Year (2027-2028)	\$ X	706,000 =	\$
Paper for Testing and Print Specification Approval	\$ X	5,000 =	\$
Total Price	for Category I		\$
Category II – Specialized L	icense Paper for	Retired, Susp	pended and Inactive Licenses
Description	Unit Price Per 1000 Sheets	Estimated Quantity	Total Price
1 st Year (2025-2026)	\$ X	15,000 =	\$
2 nd Year (2026-2027)	\$X	16,000 =	\$

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Х

17,000 =

5,000 =

\$

\$

\$

\$

\$

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Total Price for Category II

Renewal Term Total

(Category I + Category II) =

Insert ______% of recycled content of the material used for printing.

Grand Total \$_

(Initial 3 Year Term + Renewal 3 Year Term = Grand Total)

ATTACHMENT B PRICE PAGE

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 Purchase Order including those contained in the Department's Purchase Order Terms and Conditions.

Signature of Authorized Representative:

Printed (Typed) Name and Title: _

*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of this Bid. Documentation establishing delegated authority must be included with the Bid if signed by someone other than the authorized representative.

ATTACHMENT C PRIOR EXPERIENCE FORM

Provider's Name:

Providers must provide contact information for three entities the Respondent has provided services of a similar size and nature of those requested in this solicitation. Respondents must use this experience 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.

	Company/Agency Name:		
	Address:		
	City, State, Zip:		
	Contact Name:		
	Contact Phone:		
	Contact Email Address:		
1.	General Description of Work (related to the scope of this solicitation):		
	Service Dates:	Services began:	_ Services ended:
	Approximate Contract Value:	\$	
	Company/Agency Name:		
	Address:		
	City, State, Zip:		
	Contact Name:		
	Contact Phone:		
2.	Contact Email Address:		
2.	General Description of Work (related to the scope of this solicitation):		
	Service Dates:	Services began:	_ Services ended:
	Approximate Contract Value:	\$	

DOH20-021 Invitation to Bid Specialized License Paper

ATTACHMENT C PRIOR EXPERIENCE FORM

	Company/Agency Name:		
	Address:		
	City, State, Zip:		
	Contact Name:		
	Contact Phone:		
3.	Contact Email Address:		
	General Description of Work (related to the scope of this solicitation):		
	Service Dates:	Services began:	Services ended:
	Approximate Contract Value:	\$	

ATTACHMENT D STATEMENT OF NON-COLLUSION

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject Contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant Bid, proposal or reply. This Bid, proposal or reply is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Florida Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department. I certify I have full authority to legally bind Respondent to the provisions of this Bid, proposal or reply.

Signature of Authorized Representative*

Date

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

ATTACHMENT E RESPONDENT CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Name:
Respondent Mailing Address:
City-State-Zip:
Telephone Number:
Email Address:
Federal Employer Identification Number (FEID):

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

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

Signature of Authorized Representative*: _____

Printed (Typed) Name and Title: _____

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

ATTACHMENT F IDENTICAL TIE CERTIFICATION FORM

Respondent Name:
Respondent Mailing Address:
City-State-Zip:
Telephone Number:
Email Address:
Federal Employer Identification Number (FEID):

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

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

Yes	No	Applicable Certification
		Certified Minority Business Enterprise: This Bid is from a certified minority-owned firm or company in accordance with sections 287.057(11) and 287.0943, Florida Statutes.
		<u>Certified Veteran Business Enterprise</u> : This Bid is from a certified veteran business enterprise in accordance with section 295.187, Florida Statutes.
		Drug Free Workplace : This Bid is from a Respondent that currently maintains a drug- free workplace environment in accordance with section 287.087, Florida Statutes.
		Foreign Manufacturer (This preference only applies to State procurements of <u>commodities</u>): This Bid is from a foreign manufacturer with a factory in Florida employing over 200 employees in the State in accordance with section 287.092, Florida Statutes.
		Preference to Florida Business (This preference only applies to State procurements of personal property:
		This Bid is from a vendor who meets the requirements of section 287.084, Florida Statutes.
		This Proposal is from a Respondent that is not eligible for any of the above preferences.

ATTACHMENT F IDENTICAL TIE CERTIFICATION FORM

Additional Tie Breaker Criteria: If more than one Respondent is entitled to the certified veteran business enterprise preference specified in section 295.187, Florida Statutes or another preference identified above that is applicable to this solicitation, the Department will award the Contract to the business having the smallest net worth as specified in section 295.187(4), Florida Statutes. The Respondent certifies its net worth is:

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

Signature of Authorized Representative*: _____

Printed (Typed) Name and Title: _____

*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.

ATTACHMENT G SUBCONTRACTORS LIST

Each Respondent must submit with its response a list of the subcontractors who will perform work under the Contract that is expected to result from this solicitation. The Respondent must determine that a listed subcontractor has been successfully engaged in performing the services required under this solicitation and is qualified to provide the services under the resulting Contract.

In the event that no subcontractor will be used, this form must be returned with the Respondent's response indicating "No Subcontractors will be used."

NO SUBCONTRACTORS WILL BE USED:

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone:	

*Authorized Representative's Signature

*Typed Name and Title of Authorized Representative

*This individual must have the authority to bind the Respondent

DOH20-021 Invitation to Bid Specialized License Paper