

TITLE PAGE
FLORIDA DEPARTMENT OF HEALTH
DOH26-001



INVITATION TO BID (ITB)
FOR
Environmental Health Laboratory Services

Respondent Name: _____

Respondent Mailing Address: _____

City, State, Zip: _____

Phone: _____ **Fax Number:** _____

E-Mail Address: _____

Federal Employer Identification Number (FEID): _____

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

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

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SECTION 1.0 INTRODUCTORY MATERIALS

1.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is for the State of Florida, Department of Health (Department) to obtain competitive prices for **environmental laboratory services to analyze potable and non-potable water samples**.

1.2. Legal Authority

Chapters 287, 373, Part III, and 514, Florida Statutes, and Sections 381.006, 381.0062, 403.062, 403.853, 403.863, and 514.011, Florida Statutes.

1.3 Scope of Services

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.

1.5 Definitions

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

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 Information Portal (VIP): Refers to the State of Florida's internet-based vendor information system, which is available at:
<https://vendor.myfloridamarketplace.com>.

Where there is a conflict between a definition in this solicitation, **Section 1.5**, above, and the definition in **Scope of Work (Attachment A)**, the definition in this solicitation will prevail when the term is used in this solicitation. The definition in the **Scope of Work (Attachment A)**, will prevail when the term is used in the **Scope of Work (Attachment A)**.

SECTION 2.0 PROCUREMENT PROCESS, SCHEDULE, & CONSTRAINTS

2.1 Procurement Officer

The Procurement Officer assigned to this solicitation is:

Florida Department of Health
Attention: **Israel Campbell**
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Email: Israel.campbell@flhealth.gov

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

2.2 Restrictions on Communications

Pursuant to section 287.057(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 Term

It is anticipated that the Contract resulting from this ITB will be for three years from 08/01/2026 or the Contract execution date whichever is later, subject to renewal as identified in Section 2.4. The Contract resulting from this ITB is contingent upon availability of funds.

2.4 Renewal

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

2.5 Timeline

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
ITB Advertised / Released	6/15/2026	<u>Posted to the Vendor Information Portal</u> https://vendor.myfloridamarketplace.com

Questions Submitted in Writing	Must be received PRIOR TO: 6/24/2026 @ 4:00 PM	Submit to: Florida Department of Health Central Purchasing Office Attention: Israel Campbell Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 E-mail: Israel.campbell@flhealth.gov
Answers to Questions (Anticipated Date)	6/30/2026	Posted to Vendor Information Portal at: https://vendor.myfloridamarketplace.com
Sealed Bids Due and Opened	Must be received PRIOR to: 7/8/2026 @ 2:30 PM	<u>PUBLIC OPENING</u> Submit to: Florida Department of Health Central Purchasing Office Attention: Israel Campbell Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Anticipated Posting of Intent to Award	7/15//2026	Posted to the Vendor Information Portal at: https://vendor.myfloridamarketplace.com

2.6 **Addenda**

If the Department finds it necessary to supplement, modify, or interpret any portion of the solicitation during the procurement process, a written addendum will be posted on the VIP. It is the responsibility of the Respondent to be aware of any addenda that might affect this ITB or their Bid.

2.7 **Questions**

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

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

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

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 Respondents 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 VIP.

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 a Contract with the Provider pursuant to **Section 2.8**, Basis of Award. The Contract will incorporate the terms of the **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 **not** 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, trade secret, or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy with their Bid, the Department is authorized to produce the entire documents, data, or records submitted by Respondent in answer to a public records request for these records.

3.5 Price Page

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. Respondents must use **Prior Experience Form (Attachment C)** of this ITB to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience.

3.7 Responsive and Responsible (Mandatory Requirements)

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

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

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

3.7.3. Prior Experience Form (Attachment C), as specified in **Section 3.6**.

- 3.7.4. Statement of Non-Collusion (Attachment D)** as specified in **Section 4.3**.
- 3.7.5. Respondent Certification Regarding Scrutinized Companies Lists (Attachment E)** as specified in **Section 4.2**.
- 3.7.6. Identical Tie Certification (Attachment F)**, as specified in **Section 2.9**.
- 3.7.7. Vendor Certification (PUR 7801) (Attachment G)** must be completed and submit with the Bid.
- 3.7.8. Use of Coercion for Labor and Services (PUR 2024) (Attachment H)**, as specified in **Section 4.7**.
- 3.7.9. Licenses/Certifications– if required, include as a mandatory requirement and cross-reference Section 3.8.**
- 3.7.10. Bids must document the Respondent’s ability to meet the requirements specified in the Scope of Work (Attachment A).**

3.8 Licenses/Certifications

Must be listed as an actively certified environmental laboratory on the Florida Department of Environmental Protection’s Certified Laboratories List. This is found at NELAP Certified Laboratory Search | Florida Department of Environmental Protection

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 Late Bids

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

SECTION 4.0 SPECIAL CONDITIONS

4.1 PUR 1000, General Contract Conditions

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

4.2 Scrutinized Companies

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

Refer to **Respondent Certification Regarding Scrutinized Companies Lists Form (Attachment E)**.

4.3 Conflict of Interest and Statement of Non-Collusion

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.

All Respondents must complete and submit the **Statement of Non-Collusion Form (Attachment D)** with its Bid.

4.4 Certificate of Authority

All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively, prior to Contract execution. The Department retains the right to ask for verification of compliance before Contract execution. Failure of the Provider to have appropriate registration may result in withdrawal of the Contract award and forfeiture of its Bid Bond, if applicable.

4.5 Vendor Registration

Each Vendor 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>

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

4.6 Minority, Women, and Florida Veteran Business Participation

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

4.7 Use of Coercion for Labor and Services (PUR 2024)

In accordance with section 787.06(13), F.S., Respondents must attest that it does not use coercion for labor or services as defined in section 787.06, F.S.

Respondents must complete and submit the **Use of Coercion for Labor and Services (PUR 2024) (Attachment H)** with its Bid.

4.8 Subcontractors

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

4.9 Commercial General Liability Insurance

4.9.1 Respondent must secure and maintain, at its sole expense and for the duration of the Contract, term insurance policies to protect any subcontractor(s) and the State as follows.

4.9.1.1 Workers' Compensation in accordance with applicable state laws and regulations.

4.9.1.2 General Liability Insurance covering all operations and services under the Contract in amounts sufficient to protect the Department.

4.9.1.3 Commercial Automobile Liability Insurance in amounts sufficient to protect the Department.

4.9.2 Certificates of insurance coverage described above must be furnished by Respondent on request of the Department.

4.9.3 No insurance will be acceptable unless written by a company licensed by the State of Florida, Department of Financial Services, Division of Insurance Agent and Agency Services to do business in Florida, where the work is to be performed at the time the policy is issued.

4.10 Indemnification

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.

4.11 Performance Measures

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)**.

4.12 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)**.

4.13 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:

<https://www.floridahealth.gov/wp-content/uploads/2025/08/DOHTermsandConditions09022022.pdf>

4.14 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.

4.15 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.

4.16 Records and Documentation

To the extent that information is used in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in section 119.011(12), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, Respondent must make the public records available for inspection or copying upon request of the Department’s custodian of public records in accordance with Chapter 119, Florida Statutes. Respondent’s refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Contract resulting from this ITB and entitles the Department to unilaterally terminate the Contract.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB must be retained by Respondent for a period of six years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. During the records retention period, Respondent agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department’s standard word processing format. If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

Respondent must maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public must be permitted without delay.

4.17 Attorney’s Fees

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

4.18 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, by E-Filing, or by facsimile during business hours will be accepted. Documents received after business hours will be filed the following business day.

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.

No filings may be made by email. All filings must be made ONLY with the Agency Clerk and are considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

The protest must be submitted by using one of the following delivery methods:

By Mail:

Agency Clerk,
Florida Department of Health
4052 Bald Cypress Way, BIN A-02
Tallahassee, Florida 32399-1703
Telephone No. (850) 245-4005;

By hand delivery:

Agency Clerk,
Florida Department of Health
2585 Merchants Row Blvd.
Tallahassee, Florida 32399;

By facsimile: 850-413-8743; or

By E-Filing:

https://agency_clerk-fdh.mycusthelp.com/WEBAPP/rs/supporthome.aspx?&lp=3

**ATTACHMENT A
SCOPE OF WORK**

1. PURPOSE:

This scope of work is for environmental laboratory services to analyze potable water samples (ground and drinking water). Contractor will provide these services to the Florida Department of Health (Department).

2. TERM:

This scope of work will begin on 8/1/2026 or the date on with the purchase order is issued, whichever is later. It will end at midnight, Eastern Time on 7/31/2029. 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. CONTRACTOR NAME AND LOCATION OF WORK:

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

Florida Department of Health in Collier County Environmental Health Office	3339 Tamiami Trail East Naples, FL, 34112
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4. CONTRACTOR QUALIFICATIONS AND EXPERIENCE:

The Contractor must possess the following minimum qualifications and experience:

- 4.1. Must be a certified environmental laboratory, with the ability to conduct analysis of potable water samples. Environmental laboratory must hold certification through the Florida Department of Health, Florida Department of Environmental Protection, the National Environmental Laboratory Accreditation Conference (NELAC), and the National Environmental Laboratory Accreditation Program (NELAP).
- 4.2. Must be listed as an actively certified environmental laboratory on the Florida Department of Environmental Protection's Certified Laboratories List. This is found at [NELAP Certified Laboratory Search | Florida Department of Environmental Protection](#)

5. CONTRACTOR RESPONSIBILITIES:

- 5.1. **SERVICE TASKS:** Contractor will perform the following tasks in the time and manner specified:

- 5.1.1. Pick-up of water samples:

- 5.1.1.1. Retrieve potable water samples (ground and drinking water samples) daily Monday through Friday from the Naples worksite listed above for daily analysis.

ATTACHMENT A SCOPE OF WORK

5.1.1.1.1. Retrieval will be made during the Department's business hours of 8 am to 5 pm.

5.1.1.1.2. If retrieval day falls on a State holiday, pick-up will be made on the following business day.

5.1.1.2. Provide water sample analysis related to emergency situations and/or immediate need due to potential contamination events 7 days per week, including holidays.

5.1.2. Analysis of water samples and reporting of results:

5.1.2.1. Analyze potable water samples for, at a minimum, microbiological (total coliform and e-coli), lead, nitrate and copper.

5.1.2.2. Supply the Department with all required containers and testing kits for all water samples as needed.

5.1.2.3. Analyze potable water samples within thirty (30) hours of sample collection time.

5.1.2.4. Report analysis results to Department within one business day of test completion.

5.1.2.4.1. Results are to be reported to the Department via email to email addresses designated by Department.

5.1.2.5. Analyze all water samples in accordance with Standard Methods for the Examination of Water and Wastewater published by the American Public Health Association, the American Water Works Association, and the Water Environment Federation. This publication is accessible at <https://www.standardmethods.org/>. The latest version of Standard Methods for the Examination of Water and Wastewater must be utilized for all water samples.

5.1.3. Additional Requirements:

5.1.3.1. Shipping services such as UPS, FedEx, or USPS cannot be utilized to deliver water samples to Contractor's laboratory.

5.2.DELIVERABLES:

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

5.2.1. Monthly: provision of Pick-Up, Delivery, and Analysis of water samples in the time and manner specified in Tasks 5.1.1-5.1.3.

**ATTACHMENT A
SCOPE OF WORK**

6. METHOD OF PAYMENT:

- 6.1. A purchase order will be issued to the Contractor.
- 6.2. The method of payment for this purchase order is unit rate.
- 6.3. The Contractor will not receive payment in advance for goods or services described in this scope of work.
- 6.4. The Contractor must submit an invoice monthly that provides a detailed accounting of the deliverables performed during the invoice period for which payment is being requested.
- 6.5. The Contractor is responsible for the performance of all tasks and deliverables contained in this scope of work.

7. 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:

- 7.1. Failure to complete and submit Service Tasks 5.1.1 - 5.1.3 in the time and manner specified will result in a payment reduction equal to 10 percent of the total monthly invoiced amount.

8. CONTRACTOR TRAVEL REIMBURSEMENT:

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

9. DEPARTMENT CONTRACT MANAGER:

The Department Contract Manager for this scope of work is:

TBA	FDOH in Collier County 3339 Tamiami Trail East Naples, FL, 34112
Contract Manager Database	

10. CONTROLLING TERMS AND CONDITIONS:

- 10.1. Department Invitation to Bid (DOH26-001)
- 10.2. Department's Purchase Order Terms and Conditions
- 10.3. Contractor's Response to the Department's Invitation to Bid; and
- 10.4. Department's Scope of Work

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 number of tests in this ITB are based on the Department's anticipated need and for the purpose of determining bid prices and not to be considered as definite. The Department reserves the right to increase or decrease estimated quantities after the contract award based on need and availability of funding at no penalty to the Department.**
**

Initial Three (3) Year Term

Description	Estimated Quantity (per month)	Cost per Test	Term	Total Price
Total Coliform & E. Coli (PA)	384	x \$ _____	x 36 months	= \$ _____
Nitrate-Nitrate	1	x \$ _____	x 36 months	= \$ _____
Nitrate	3	x \$ _____	x 36 months	= \$ _____
Lead & other SM3113B Metals	3	x \$ _____	x 36 months	= \$ _____
Copper & other 200.7 Metals	1	x \$ _____	x 36 months	= \$ _____
Initial Three Year Term Total				\$ _____

**ATTACHMENT B
PRICE PAGE**

Renewal Three (3) Year Term Year

Description	Estimated Quantity (per month)	Cost per test	Term	Total Price
Total Coliform & E. Coli (PA)	384	x \$ _____	x 36 months	= \$ _____
Nitrate-Nitrate	1	x \$ _____	x 36 months	= \$ _____
Nitrate	3	x \$ _____	x 36 months	= \$ _____
Lead & other SM3113B Metals	3	x \$ _____	x 36 months	= \$ _____
Copper & other 200.7 Metals	1	x \$ _____	x 36 months	= \$ _____
Renewal Term Total				\$ _____

Initial Three-Year Term Total:	
Renewal Term Total:	
Grand Total: <i>(Initial Three Year Term Total + Renewal Three year Term Total = Grand Total)</i>	

**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.

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

**ATTACHMENT C
PRIOR EXPERIENCE FORM**

3.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	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
		<u>Certified Minority Business Enterprise:</u> 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.
		<u>Drug Free Workplace:</u> This Bid is from a Respondent that currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes.
		<u>Foreign Manufacturer (This preference only applies to State procurements of 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.
		<u>Preference to Florida Business (This preference only applies to State procurements of personal property:</u> 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.

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: .

**ATTACHMENT F
IDENTICAL TIE CERTIFICATION FORM**

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 or owner.

SAMPLE

**ATTACHMENT G
VENDOR CERTIFICATION
(PUR 7801)**

I hereby certify the following on behalf of the vendor identified below:

<u>Customer Indicator</u>	<u>Vendor Indicator</u> (Check one of the following: <u>Certified</u> or <u>N/A</u>)	<u>Certification</u>
Required	☐ Certified or ☐ N/A	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx .
Required	☐ Certified or ☐ N/A	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/fsb/PerformanceReports.aspx .
Required	☐ Certified or ☐ N/A	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.
N/A	☐ Certified or ☐ N/A	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843 , and attached it hereto.

**ATTACHMENT G
VENDOR CERTIFICATION
(PUR 7801)**

N/A	☐ Certified or ☐ N/A	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614 , and attached it hereto.
Required	☐ Certified or ☐ N/A	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Choose an item.	☐ Certified or ☐ N/A	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Choose an item.	☐ Certified or ☐ N/A	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.
Choose an item.	☐ Certified or ☐ N/A	If the contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor certifies that the commodities were not produced by forced labor and is in compliance with all applicable disclosure requirements set forth in section 287.1346, F.S.

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information

Signatory

Name

Signature

Date

FEIN

Typed or Printed Name

Title

**ATTACHMENT H
USE OF COERCION FOR LABOR AND SERVICES
(PUR 2024)**

Pursuant to section 787.06(13), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

Name of entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name:

Representative/Officer's Printed Name:

Representative/Officer's Title:

Signature:

Date: