

**BROWARD HEALTH
USP 800 PHARMACY UPDATES**

FORMAL REQUEST FOR QUOTATION

RELEASE DATE: Thursday, September 5, 2019
MANDATORY PRE-BIDDER'S MEETING: 9:00AM EST, Thursday, September 12, 2019
Bidding Contractors only may obtain Project's Drawings & Specifications
prior to this meeting at <https://vendor.browardhealth.org/pages/current-opportunities>
VENDOR INQUIRIES DUE DATE: Prior to 12:00 PM EST Wednesday, September 18, 2019
RFQ DUE DATE: Prior to 3:00 PM EST, Monday, September 30, 2019
RFQ OPENING DATE: 11:00 AM EST, Tuesday October 1, 2019

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<https://vendor.browardhealth.org/pages/current-opportunities>

FORMAL REQUEST FOR QUOTATION

Notice is hereby given that SEALED RFQ RESPONSES
for
Broward Health USP 800 Pharmacy Updates

Will be received by the Board of Commissioners of the North Broward Hospital District d/b/a Broward Health ("Broward Health" or "Owner").

Proposals delivered in person will be received on until 3:00 PM EST, Monday, September 30, 2019 at:

Broward Health
Supply Chain Services
Attn: Bids Department
1800 N.W. 49th Street
Fort Lauderdale, Florida 33309

A public RFQ opening will be held on Tuesday October 1, 2019 at 11:00 AM EST at the above address.

Prior to 3:00 PM EST, Monday, September 30, 2019, RFQ responses may be sent by registered or certified mail, or delivered in person to Broward Health Corporate Office, Attn: Bids Department, 1800 NW 49th Street, Ft. Lauderdale, Florida, 33309. No oral or telephone modifications will be accepted. Any RFQ responses received later than 3:00 PM EST, Monday, September 30, 2019 will be refused and returned unopened to the Bidder.

Bidder must be a registered vendor with Broward Health in order to contract with Broward Health. If a Bidder is not registered with Broward Health by the RFQ Opening Date, then any Response submitted by an unregistered Bidder will not be considered. Registration can be accessed via Broward Health's website at <http://www.browardhealth.org/registration>. All questions regarding the Registration process shall be directed to Vendor Relations at (954) 473-7289 or via email at vendorrelations@browardhealth.org.

Broward Health is seeking sealed Formal RFQ responses from persons or entities who wish to provide General Contracting Services for Broward Health USP 800 Pharmacy Updates, using a term architectural firm already selected by Broward Health for necessary design services.

Submitted RFQ responses which do not contain a completed list of materials and service suppliers (sub-contractors) shall be rejected.

There will be a Mandatory Pre-Bidders Site Visits to multiple locations, see schedule in Section V: Scope of Work. These will be mandatory meetings and are intended to review the Scope of Work and view the site of work. Failure of a Bidder to attend the Mandatory Pre-Bidders Site Visits shall result in rejection of the Bidder's RFQ proposal by Broward Health and shall be returned to the Bidder. If Bidders wish to bring sub-contractors, please do so as there may not be subsequent site visits scheduled. Sub-contractor attendance is not mandatory. Vendors/Contractors that will be attending the site visit/pre-bid meeting shall RSVP up to 24 hours prior to the meeting by sending an email to bids@browardhealth.org. Subject: RSVP – Site Visit/Pre-Bid Meeting + Project Name.

A satisfactory Bid Bond (on AIA form A310-2010) executed by the Bidder and a Surety Company approved on the US Treasury List, in an amount no less than five percent (5%) of the RFQ proposal

shall be submitted with each RFQ proposal. Alternatively, a Certified Check made payable to Broward Health in an amount no less than five percent (5%) of the RFQ proposal may be submitted in lieu of a Bid Bond. Bonds or checks shall be made payable to the Board of Commissioners, Broward Health, Broward County, Florida. The amount of the Bond or Check is the amount agreed upon as Liquidated Damages payable to Broward Health, should the Bidder fail or refuse to enter into a Contract with the Board of Commissioners of Broward Health for execution of the Work embraced in the proposal, in the event the Proposal is accepted. No RFQ proposal may be withdrawn after the scheduled closing time for receipt of the RFQ proposals for at least Sixty (60) days. Failure of a Bidder to submit a compliant Bid Bond or Certified Check with its RFQ proposal shall result in the rejection of the Bidder's RFQ proposal by Broward Health.

The successful Bidder awarded a contract by Broward Health will be required to provide a Construction Bond and Payment bond on the form provided for an amount equal to One Hundred Percent (100%) of the Contract Amount.

The Board of Commissioners of Broward Health reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, for any reason whatsoever, any and all RFQ responses and to waive any informalities in the bidding. Broward Health reserves the right to request additional clarifying information from Bidders after RFQ proposals are opened and before entering into a contract with any Bidder as may be determined to be necessary, in Broward Health's sole and absolute discretion, to assist in evaluation of any RFQ proposal that is timely submitted.

Contractor contact with Broward Health Representatives - Questions during the bidding process regarding the RFQ process and protocol as well as technical questions regarding the scope of service should be directed via e-mail only to bids@browardhealth.org.

Broward Health will provide a response to all timely received all questions via a single written addendum to the RFQ.

After all the RFQ proposals are analyzed, organizations submitting proposals that appear, solely in the opinion of Broward Health, to be the most competitive shall be submitted to Broward Health's Board of Commissioners, and the final selection will be made shortly thereafter with a timetable set solely by Broward Health. The selection by Broward Health shall be based on the RFQ proposals, which is in the sole opinion of the Board of Commissioners of Broward Health, in the best interest of Broward Health.

The issuance of this RFQ constitutes only an invitation to submit a proposal to Broward Health. Broward Health reserves the right to determine, in its sole discretion, whether any aspect of the RFQ proposal satisfies the criteria established in the RFQ. Broward Health further reserves the right to negotiate with any Firm or Firms submitting RFQ proposals and reserves the right to reject any or all RFQ proposals with or without cause.

In the event that this RFQ is withdrawn by Broward Health for any reason, Broward Health shall incur no liability to any Bidder for any cost or expense incurred in connection with this RFQ or otherwise.

Broward Health is committed to insuring opportunities for construction participation to small, minority, and woman owned businesses. In accordance with Broward Health General Administrative Policy No. GA-001-045, Broward Health has authority to elect to have diverse vendor participation and require that contractors awarded work fully participate in the assigned Diverse Vendor Participation.

Broward Health Environmentally Preferred & Sustainable Procurement Practices (EPSP) – Broward Health is committed to the protection of the environment and providing a safe and healthy environment for our employees, patients and visitors. Recognizing the challenge to reduce the environmental footprint, Broward Health understands its responsibility to minimize waste, to use less toxic products, to improve occupational and patient health, and to reduce the use of hazardous material, while maintaining tight control on expenses and improving community relations. Being a good environmental steward does not end with Broward Health, but also applies to our vendors, as we recognize our impact as a major procurer of goods and services. Broward Health shall consider “green / sustainability initiatives” in its vendor solicitation and selection processes, whenever feasible, supporting environmentally responsible products and services that do not compromise existing sourcing practices and patient care and safety. To aid our efforts to sustain the environment, Broward Health requests all vendors to provide information on their company’s Green / Sustainability / Environmental Protection Policy, Practices and Products. This would include products and services whose environmental impacts have been considered and found to be less damaging to the environment and human health, when compared to competing products and services.

Broward Health Supplier Diversity Program – Broward Health (BH) is committed to ensuring the participation of Certified Diverse Vendors (CDV) in its procurement of goods and services. Broward Health’s Certified Diverse Vendors include Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) approved by one of BH’s certification partners

Pursuant to this commitment, Broward Health, by an act of its Board of Commissioners, has adopted and implemented a Supplier Diversity Program; the provisions for which are coded in its General Administrative Policy No. GA-001-045 and reflected in its Procurement Code. In accordance therewith, Broward Health, at its discretion, applies certain Diverse Vendor Enhancements to ensure the participation of BH Certified Diverse Vendors in the procurement process. **Per the Supplier Diversity policy, a Diverse Vendor Enhancement of 5% (\$25,000 max.) Quote Price Tolerance (QPT) for BH Certified Diverse Vendors has been approved.** A Quote Price Tolerance allows for a BH Certified Diverse Vendor to be awarded the low quote, if the lowest quote received by a BH Certified Diverse Vendor is within the approved QPT percentage with a maximum dollar value of \$25,000. Qualified Diverse Vendors responding to this quote must submit a copy of their SBE/MBE/WBE certification from a BH approved certification partner with their formal quote response.

In addition, a Sub-contracting requirement of 20% CDV has been approved for Non-Certified Diverse Vendors. Prime Vendors/Contractors can obtain a list of BH Certified Diverse Vendors for sub-contracting via our online Certified Diverse Vendor Directory @ <https://www.browardhealth.org/pages/diversity>. Any questions, please contact the Office of Supplier Diversity (OSD) at 954-473-7205.

DIVERSE VENDOR SUB-CONTRACTOR PARTICIPATION REQUIREMENT

1 **Participation Percentage.** The Bidder whose RFQ proposal is selected by Broward Health (the “Prime Vendor”) agrees to utilize Certified Diverse Vendor (“CDV”) Subcontractor(s) to perform no less than 20% of the total amount invoiced to Broward Health for the Services under the Agreement.

2 **List of Subcontractors.** No later than issuance of any Notice to Proceed or Purchase Order, the Prime Vendor shall submit to Broward Health a list confirming the identity of the proposed CDV Subcontractor to participate in this Agreement. The Prime Vendor shall specify the subcontracted dollar amount for each. Each proposed CDV Subcontractor must

be a certified diverse vendor with Broward Health. The Prime Vendor shall bind each and every subcontractor to the terms stated in the Agreement between Broward Health and Prime Vendor and shall require the proper licensing of such Subcontractor.

3 **Subcontracts.** Within a reasonable time after issuance of any Notice to Proceed or Purchase Order (not exceeding thirty (30) days), the Prime Vendor shall submit to Broward Health a copy of all fully executed subcontracts corresponding in all respects to this Agreement. Broward Health will be noticed of all subcontracts which may terminate during the Term of this Agreement.

4 **Monthly and Final Monitoring Report.** Along with the Prime Vendor's monthly invoice and billing reconciliation report, the Prime Vendor shall also submit a "Certified Diverse Vendor Monthly Utilization Report". The Report shall include the diversity status, the contract value and percent of agreement, current month payments, payments made to date and remaining payments to be paid to each Certified Diverse Vendor Subcontractors. The Prime Vendor shall utilize this Report to indicate the amount of monetary CDV participation on a monthly basis. The Monthly Utilization Report submitted by the Prime Vendor for the last month of the Prime Vendor's performance of the work under this Agreement shall also set forth the total CDV participation that was achieved during the entire Term of the Agreement.

5 **Liquidated Damages.** If the Prime Vendor fails to comply with the subcontracting requirement above (20%), the Prime Vendor shall be in default under the Agreement between Prime Vendor and Broward Health, and such default is considered a material breach of the Agreement. Broward Health and the Prime Vendor agree that if the actual total CDV participation is less than the required percentage set forth above, the actual damages for the non-compliance will be impossible to determine. In lieu thereof, the Prime Vendor shall pay to Broward Health an amount equal to fifty percent (50%) of the difference between the actual total CDV participation and the required percentage set forth above (20%), as fixed, agreed and liquidated damages, which will be credited against the next and/or final payment due to the Prime Vendor by Broward Health.

SECTION I: INSTRUCTIONS TO BIDDERS

1. Definitions:

- A. "RFQ Documents" include the Advertisement or Invitation to RFQ, Instructions to Bidders, the RFQ Form, other sample RFQ and Contract forms and the proposed Contract Documents including any Addenda issued prior to receipt of RFQ responses.
- B. All definitions set forth in the "General Conditions, and Special Conditions of the Contract for Construction" or in other Subcontract Documents are applicable to the "RFQ Documents".
- C. "Addenda" are written or graphic instruments issued by the Owner prior to the execution of the Contract which modify or interpret the bidding documents by additions, deletions, clarifications or corrections.
- D. An "RFQ proposal" or and "RFQ response" is a complete and properly signed proposal to do the work or designated portion thereof for the sum stipulated therein supported by the data called for by the RFQ Documents.
- E. The "Base RFQ" is the sums totaled in the RFQ Proposal Form for which the Bidder offers to perform the Work described as the Base, to which Work may be added or deducted for the sums stated in Alternate RFQ responses.
- F. An "Alternate RFQ" (or Alternate) is an amount stated in the RFQ to be added to or deducted from the amount of the Base Bid if the corresponding change in project scope or methods of construction described in the RFQ Documents is accepted.
- G. A "Unit Price" is an amount stated in the RFQ as a price per unit of measurement for materials or services as described in the Contract Documents.
- H. The "Bidder" is one who submits an RFQ proposal for a Contract with the Owner for the Work described in the proposed Contract Documents.
- I. A "Sub-bidder" is one who submits an RFQ proposal to the Bidder for materials and/or labor for a portion of the Work.
- J. The term "Architect" shall mean either, Architect and/or Engineer, whichever may be applicable for this "Request for Quotation"
- K. The term "Owner's Agent" shall be defined as a designated agent of the Owner having the duties set forth in the Contract Documents.
- L. The term "Contractor" or "Single Prime Contractor" or "Prime Vendor" shall be defined as the single Contractor at risk for General Construction Services: This "Contractor" may be a General Contractor, Vendor, Manufacturer, Manufacturer Authorized Distributor, Manufacturer Authorized Sales Representative, or any other duly authorized entity, validated by the Manufacturer as defined in this Formal RFQ.
- M. The Person or entity identified as such in this RFQ and is referred to throughout the Contract Documents, shall be indicated as singular in number and masculine or feminine in gender as may be deemed appropriate for this Agreement.

- N. Contract Project Time shall be defined as the time required to complete the project commencing on the date of issuance of a Building Permit or fully executed Contract, whichever is later, to receipt of Certification of Occupancy.

2. Bidder's Representation:

A. Each Bidder By Making Its RFQ Proposal Represents That:

- 1) It has read and understands the RFQ Documents and that its RFQ proposal is made in accordance therewith.
- 2) Its RFQ proposal is based upon the materials, systems and equipment described in the RFQ Documents without exceptions.
- 3) Every Bidder and Sub-Bidder shall visit the job site and thoroughly acquaint itself with existing conditions as they affect the scope of its work. Questions arising from this Inspection and/or from the Drawings and Specifications shall be submitted in-writing to the Owner for clarifications or revisions in accordance with the provisions for inquiry on page 5 of this RFQ. All such clarifications and/or revisions if necessary will be communicated in writing to all bidders by Addenda.

3. Request for Quotation Documents:

A. Copies:

- 1) Bidders may obtain from the Owner complete sets of the RFQ Documents.
- 2) RFQ Documents will not be issued to the Bidders or others unless specifically offered in the Advertisement or RFQ.

B. Completeness of Set of Request for Quotation Documents:

- 1) Complete sets of the RFQ Documents shall be used in preparing RFQ responses; the Owner assumes no responsibility for the errors or misinterpretations resulting from the use of incomplete sets of RFQ Documents.
- 2) Bidders shall verify that each set received is complete by checking that all sheets, pages, etc. received correspond to those enumerated in the various indexes therein.

C. Purpose:

- 1) The Owner in making the copies of the RFQ Documents available on the above terms, does so only for the purpose of obtaining RFQ proposals on the Work and does not confer a license or grant for any other use.

D. Intent:

- 1) It is the intention of the RFQ Documents to describe the proposed demolition site area including all Buildings and associated grounds. By submitting an

RFQ proposal, the Bidder attests to his complete understanding of the RFQ Documents, and his intent and commitment to provide such a complete Project. For those areas and for those items wherein the RFQ Documents are deliberately, inadvertently, or by convention silent, the Bidder may rely on his or her right of "Means and Methods" in compiling his RFQ for the complete Project. Should the Bidder feel that he or she needs or wishes additional information, beyond that contained in the RFQ Documents, he or she may so request and if the Owner, concurs, and an Addendum will be issued.

- 2) The Bidder shall bring this "Intent" to the attention of all concerned parties so that they may include sufficient funds in their RFQ proposal to cover such work.

E. Interpretation or Correction of RFQ Documents:

- 1) Bidders shall promptly notify the Owner of any ambiguity, inconsistency or error, which they may discover upon examination of the RFQ Documents or of the site and local conditions. Such errors or omissions shall include all code violations known to the Bidders and the Sub-Trade Bidders. All Bidders will be held to be knowledgeable of the codes of the area and the trade under which they are licensed, and the codes under which they normally perform their work.
- 2) Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the Owner, to reach the Owner at least seven days prior to the date for the receipt of RFQ proposals via the designated point of contact individual(s) listed in the provisions for question on page 5 of this RFQ.
- 3) Any interpretation, correction or change of the RFQ Documents by Owner will be made by Addenda. Interpretations, corrections or changes of the RFQ Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

F. Substitutions:

- 1) The materials, product and equipment described in the RFQ Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 2) No substitution will be considered unless a written request for approval has been submitted by the Bidder and has been received by the designated point of contact individual(s) listed in the provisions for inquiry on page 5 of this RFQ at least ten days prior to the date for receipt of RFQ responses. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.

- 3) If the Owner approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

G. Addenda:

- 1) Addenda will be mailed or delivered to all who are known by the Owner to have received a complete set of RFQ Documents.
- 2) Copies of Addenda will be made available for inspection wherever RFQ Documents are on file for that purpose.
- 3) No Addenda will be issued less than four days prior to the date of receipt of RFQ responses except an Addendum, if necessary, postponing the date for receipt of RFQ responses or withdrawing the request for RFQ responses.
- 4) Each Bidder shall ascertain prior to submitting its RFQ proposal that the Bidder has received all Addenda issued, and shall acknowledge receipt of all Addenda in the Bidder's RFQ proposal on the Proposal Form.

4. RFQ PROCEDURE:

A. Form and Style of RFQ responses:

- 1) **Bidders shall submit:**
 - a. One (1) original and four (4) copies of the sealed specification response with contractor name clearly printed on the front cover page of each submitted response.
 - b. Two (2) complete responses on virus-free CD-ROM media with contractor name clearly labeled on each CD-ROM. No USB drives will be accepted.
 - c. One (1) original of the signed and notarized copy of "sworn statement" pursuant to section 287.133 (3) (a), Florida statutes, on public entity crimes"
 - d. One (1) original signature authorization statement.
 - e. One (1) original signed copy of the BH conflict of interest questionnaire form and one (1) original signed copy of the disclosure form for physician ownership & financial arrangements. Both forms can be found at <https://vendor.browardhealth.org/pages/current-opportunities>
 - f. If contractor is asserting any exemption(s) from Chapter 119, Florida statutes, one (1) redacted complete response with the Florida statutory basis for redactions on virus-free CD-ROM media with contractor name clearly labeled on cd. See Clause 34 of Section III for more detail.
 - g. If contractor is asserting any exemption(s) from Chapter 119, Florida statutes, in a separate sealed envelope, one (1) hard-copy redacted complete response with the Florida statutory basis for redactions with contractor name clearly printed on the front cover page of the redacted response. See Clause 34 of Section III for more detail

- 2) All blanks on the Proposal Form shall be filled in electronically or manually in ink.
- 3) Where so indicated by the makeup of the Proposal Form, sums shall be expressed by both words and figures and in case of discrepancy between the two, the written amount in words shall govern.
- 4) Any interlineation, alteration or erasure must be initialized by the signer of the RFQ proposal.
- 5) All requested Alternates shall be included in the RFQ unless noted as optional.
- 6) Where there are two or more major items, or work for which separate quotations have been requested, Bidder may state its refusal to accept less than whatever combination of the items the Bidder stipulates.
- 7) Bidder shall make no additional stipulations on the RFQ Proposal Form nor qualify its RFQ proposal in any manner.
- 8) Each copy of an RFQ proposal shall include the legal name of Bidder and a statement as to whether Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. The RFQ proposal by a Corporation shall further give the State of Incorporation and have the corporate seal affixed. An RFQ proposal submitted by an Agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

B. RFQ Security:

- 1) Each RFQ proposal shall be accompanied by a RFQ security in the required form and the amount of 5% of the RFQ proposal amount, pledging that the Bidder will enter into the Contract with the Owner on the terms stated in his RFQ and will furnish bonds as described thereunder in Article 7 covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the RFQ Security shall be forfeited to the Owner as liquidated damages, not as penalty.
- 2) A Certified Check made out to Broward Health, or a Surety Bond is required. A Surety Bond shall be written in the form of AIA Document A310, Bid Bond, and the Attorney-In-Fact who executes the Bond on behalf of the surety shall affix to the Bond a certified and current copy of his Power of Attorney.
- 3) The Owner will have the right to retain the RFQ Security of Bidders until either **(a)** the Contract has been executed by the Bidder, and all required Insurance Certificates, and Bonds, have been furnished, or **(b)** the specified time has elapsed so that RFQ Response may be withdrawn, or **(c)** all RFQ Responses have been rejected.

C. Bonds: Power of Attorney:

- 1) At the time the RFQ proposal is submitted, the Bidder must also submit a designation of the bonding agent for the Surety that the Bidder will use for all of the required Bonds for the project. Accompanying this designation must be an original Power of Attorney authorizing the agent to act on behalf of the Surety and a letter from the Surety to Broward Health that the Power of Attorney shall be in full force and effect through the expiration date on the Power of Attorney unless the Surety notifies Broward Health in writing that the Power of Attorney has been revoked.

D. Submission of Supplier and Sub-contractor Lists:

- 1) The Bidder shall complete the "List of Sub-contractors" AIA Document G805, by filling in the name of the Sub-contractor and Major Material Supplier for trade and vendor item, and submit with Bidder's RFQ proposal. This requirement is in addition to the requirement of the General and Special Conditions of the Contract for Construction.
- 2) Submitted RFQ proposals which do not contain a complete list of Sub-contractors and Material Suppliers will be rejected. Such invalid RFQ responses will not be accepted.
- 3) Should the Bidder list his or her own Firm as a Sub-Contractor for a specific entry on the list, he or she must perform this work with employees on the payroll of his or her Firm, and he or she may not execute a subsequent sub-contract for this work without complying with paragraph six herein.
- 4) The Bidder will be required to establish to the satisfaction of the Owner, the reliability and responsibility of the proposed Sub-contractors to furnish and perform the work described in the RFQ Documents, pertaining to such proposed Subcontractors. Each proposed Sub-Contractor shall be thoroughly experienced in the work of the Project. They shall be thoroughly knowledgeable of the codes and interpretations of the Code Officials having jurisdiction over the Project.
- 5) Prior to the award of the Contract, the Owner will notify the Bidder in writing if the Owner after due investigation, has reasonable and substantial objection to any person or organization on such list. If the Owner has a reasonable and substantial objection to any person or organization on such lists, and refuses in writing to accept such person or organization, the Bidder may, at its option **(1)** withdraw its RFQ proposal, or **(2)** submit an acceptable substitute Sub-contractor with an increase in his RFQ price, to the extent necessary, to cover the difference in cost occasioned by such substitution. The Owner may, at its discretion, accept the increased RFQ price or it may disqualify the Bidder. In the event of either the withdrawal or disqualification under this Subparagraph, the Bidder's Bid Bond RFQ Security will not be forfeited.
- 6) Once Sub-contractors and other vendors and organizations proposed by the Bidder are accepted by the Owner, they must be used on the work for which they are proposed and accepted, and they shall not be changed except with the written approval of the Owner.

E. Submission of RFQ responses:

- 1) All copies of the RFQ response, the Bid Bond, the "List of Subcontractors," and any other documents required to be submitted with the RFQ proposal shall be enclosed in a sealed opaque envelope. The container/envelope shall be addressed to, Corporate Resources & Materials Management as herein stated, and shall be identified with the Project name, and the Bidder's name and address. If the RFQ proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "RFQ PROPOSAL ENCLOSED" on the face thereof.
- 2) RFQ responses shall be deposited at the designated location prior to the time and date for receipt of the RFQ Response indicated in the Advertisement or RFQ, or any extension thereof made by Addendum. RFQ responses received after the 3:00 PM EST, Monday, September 30, 2019 for receipt of RFQ responses will be returned unopened.
- 3) Bidder shall assume full responsibility for timely delivery at location designated for receipt of RFQ responses.
- 4) Oral, telephonic or telegraphic RFQ responses are invalid and will not receive consideration.

F. Modification or Withdrawal of RFQ:

- 1) A RFQ may not be modified by the Bidder for a period of sixty (60) days following the time and date of the receipt of RFQ responses, and Bidder so agrees in submitting its RFQ response to Owner.
- 2) RFQ responses submitted early may be modified or withdrawn only by notice to the Sourcing Manager, at the place and prior to the time and date designated for receipt of the RFQ response.
 - a) Such notice shall be in writing over the signature of the Bidder or be by telegram; if by telegram, written confirmation over the signature of the Bidder must have been mailed and postmarked on or before the date and time set for receipt of RFQ responses; it shall be so worded as not to reveal the amount of the original RFQ response.
- 3) Withdrawn RFQ responses may be resubmitted up to the time designated for receipt of RFQ responses provided that they are then fully in conformance with these Instructions to Bidders.
- 4) RFQ Security, if any as required shall be in the amount sufficient for the RFQ response as modified or resubmitted.

5. Consideration of RFQ responses:

A. Opening of RFQ responses:

- 1) Unless stated otherwise in the Advertisement or RFQ, the properly identified RFQ responses received on time will be opened publicly and will be read

aloud, and an abstract of the amounts of the Base RFQ and Major alternates, if any, will be made available to Bidders. When it has been stated that RFQ responses will be opened privately, an abstract of the same information may be available to the Bidders within a reasonable time.

B. Rejection of RFQ:

- 1) The Owner shall have the right to reject any or all RFQ responses at any time and for any reason in the Owner's sole discretion, including without limitation, to reject an RFQ response not accompanied by any required RFQ Security or data required by the RFQ Documents or an RFQ response that is in any way incomplete or irregular.

C. Acceptance of RFQ Response (Award):

- 1) The Owner shall have the right to waive any informality or irregularity in any RFQ response received.
- 2) The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base RFQ and the Alternates accepted.
- 4) It is the intent of the Owner to award a Contract to the lowest responsible and qualified Bidder provided the RFQ response has been submitted in accordance with the requirements of the RFQ Documents, is judged to be reasonable, and does not exceed the funds available. The Owner also reserves the right to reject all RFQ responses at any time and for any reason, in the Owner's sole discretion.

6. Qualification of Contractors:

A. Submission of Qualification Statement:

- 1) Each Bidder should have available at the RFQ Opening the completed form entitled "Contractors Qualification Statement' (A.I.A.: Document A305). The completed form shall be turned over to the Sourcing Manager by the apparent low Bidder immediately following the receipt of RFQ responses, or within 24 hours hereafter.
- 2) Bidders may be disqualified if, in the determination of the Owner in its sole discretion, they cannot adequately demonstrate thorough experience in the work required for the Project. Such experience shall include knowledge of normally applied codes, and interpretations of code normally utilized by the Authorities having Jurisdiction over the Project.

7. Construction Bond:

A. Owner To Require Bonds:

- 1) The Owner shall, prior to the execution of the Contract, require the Bidder to furnish Bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Owner may prescribe and with such Sureties acceptable to the Owner. The furnishing of such

Bonds is required and the premiums shall be paid by the Bidder. The Bond shall be 100% of the amount of the Contract.

B. Time of Delivery And Form of Bonds:

- 1) The Bidder shall deliver the required Bonds to the Owner not later than the date of execution of the Contract, or if the work is commenced prior thereto in response to a Letter Of Intent.
- 2) Unless otherwise specified in the RFQ Documents, the Bonds shall be written in strict compliance with Florida Statute 255.05 and other applicable statutes.
- 3) As provided in Paragraph 4.3.1 the Bidder shall require the Attorney-In-Fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the Attorney-in-Fact's Power of Attorney.

8. Form of Agreement:

A. Form To Be Used:

- 1) Unless otherwise provided in the RFQ Documents, the Agreement for the Work will be executed on the Standard Form of Agreement between the Owner and Contractor (copy herein enclosed), as may be modified thru negotiation.

9. Contingencies:

- A. In order to obtain a firm price on the cost of this Project, the Contractor shall include in its RFQ response sufficient contingencies to provide the Owner with a complete, functioning Project. The Contract Documents reflect the required finished results and any changes necessary to accomplish these results because of evident field conditions or codes in effect at the time of bidding, shall not result in any change in cost.

10. Allowances:

Bidders shall include in their RFQ responses those Allowances stated herein, or elsewhere in the RFQ Documents.

Allowance Number One: For Permitting Fees

Note also that the entire value of this Allowance shall be contained in the Base RFQ.

Bid Allowance #1 Value: \$25,000 For Permit.

11. Alternate Price Quotations: N/A

12. Unit Price Schedule:

A. BASE RFQ PROPOSAL:

The Base RFQ shall include all the work required to provide the Owner with completed, functioning, renovated areas, comprised of all areas shown on the

Drawings.

13. Schedule of Work:

- A. Within seven (7) working days of the execution of the Contract, the Contractor shall provide to the Owner a schedule of the Work, in C.P.M. or bar chart format, showing the scheduling of the work of all trades. The completion date indicated in the schedule shall reflect the "Contract Time" as stated hereinafter.
- 1) On-site coordination meetings shall take place once a week for review of the progress of the work. Contractor shall participate in the meetings and take minutes to insure that completion dates shall be met.

14. Liquidated Damages:

- A. If Contractor fails to either (i) complete the work under this Contract on or before the date set for completion or any extension, or (ii) maintain the stated dates and milestones set forth in the Schedule on a daily basis, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the Owner as fixed, agreed and liquidated damages set forth below with a maximum cap of \$1,000.00, for each calendar day that either (i) the work is not satisfactorily completed, or (ii) the progress of the work remains behind schedule and the Contractor fails to make up the time and bring the work back into compliance with the dates and milestones set forth in the Schedule, including the work of all trades affected by the delay. Whatever sums may be due the Owner as liquidated damages for delay may be deducted from payments due the Contractor or may be collected from the Contractor or the Contractor's Surety. This sum is not to be construed in any sense as a penalty.

15. Access to Books and Records of Contractors:

The following excerpts from the rules of the Department of Health and Human Services entitled "Access to Books and Records of Contractors" shall become part of the Contract Documents and cost proposal submitted. The terms Contractor and Sub-Contractor used therein refer to the Contractor and Sub-Contractors and vendors working on the Project. Until the expiration of four years after the furnishing of such services pursuant to such contract, the subcontractor shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the contract, and books, documents and records of such subcontractor that are necessary to certify the nature and extent of such costs, and if the subcontractor carries out any of the duties of the contract through a subcontract, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to the subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

The Secretary shall prescribe in regulation criteria and procedures which the Secretary shall use in obtaining access to books, documents, and records under clauses required in Contracts and subcontracts under this subparagraph.

16. Insurance:

Contractor shall, at all times during the Initial Term of this Agreement and any Renewal Term, maintain at its cost the following minimum insurance coverage, from an insurer acceptable to Broward Health, with an AM Best "A" rating. The following have been established by Broward Health as acceptable coverages and limits. Any deviations from the limits and coverages must be acceptable to Broward Health prior to contract implementation.

- | | | | |
|----|---|----|---|
| 1) | Comprehensive General Liability (Including Products and Completed Operations, Property Damage, Bodily Injury, and Personal and Advertising Injury). | | |
| | a. Each Occurrence | \$ | 1,000,000 |
| | b. Annual Aggregate | \$ | 3,000,000 |
| 2) | Professional Liability | | |
| | 1. Covering all employees: | | |
| | a. Each Occurrence | \$ | 1,000,000 |
| | b. Annual Aggregate | \$ | 3,000,000 |
| | 2. Covering P.A, Inc., LLC: | | |
| | a. Each Occurrence | \$ | 1,000,000 |
| | b. Annual Aggregate | \$ | 3,000,000 |
| 3) | Workers' Compensation | \$ | Statutory |
| | Employer's Liability | \$ | 1,000,000 |
| 4) | Automobile Liability (owned, non-owned and leased) | \$ | 1,000,000 |
| 5) | Umbrella | \$ | 5,000,000 |
| 6) | Builder's Risk | | \$ Total Amount of Contractor's Proposal. |
| 7) | Employee Dishonesty | \$ | 50,000 |
| 8) | Pollution Liability (if project involves environmental hazards.) | | |
| | a. Each Occurrence | \$ | 1,000,000 |
| | b. Annual Aggregate | \$ | 3,000,000 |

Contractor shall agree to waive all right of subrogation against Broward Health for losses arising from work performed by Contractor for Broward Health. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the same insurance requirements as Contractor.

Contractor shall provide Broward Health with a certificate of insurance naming Broward Health as an additional insured prior to the execution of this Agreement. All policies shall contain a provision that the insurer shall give Broward Health at least 30 days written notice prior to cancelling, terminating, or reducing the amount of Contractor's insurance. Along with the RFQ submission, Contractor shall provide proof of insurance in compliance with this RFQ or letter from insurance carrier that Contractor shall qualify for coverage defined above and that such coverage will be in place prior to execution of an Agreement with Broward Health.

17. Taxes/Fees:

Contractor shall be responsible for and pay all applicable sales, use and other similar taxes including building permit costs as required by law. Contractor is responsible for reviewing the pertinent Federal, State and Local statutes involving sales tax and building permit costs and complying with all requirements.

18. Building Permits:

All costs for the Building Permit, and any other permits required, shall be paid by Contractor and therefore shall be included in the Base Bid.

19. Turnkey Provisions:

The Bidders shall consider in their RFQ response that this is a "Turnkey Project", and that the Owner shall be delivered a complete functioning finished project, usable for the purpose intended for all Construction Areas, described in these Contract Documents as the Work of the Project. Such "Turnkey" status shall be accorded all materials equipment, systems, items, etc., which are not indicated in these Contract Documents as "N.I.C.", By Others, or by Owner. (Such terms being interpreted in accordance with their definition herein.) Some items accorded such status but not so noted elsewhere on these Contract Documents shall be as follows:

Said "Turnkey Status shall have broad meaning, such as, but not necessarily limited to the following:

- A. The Term "Turnkey" shall broaden the Scope of the Work normally defined by the General, and Special Conditions, but shall not lessen their intent in any way. In general. The "Turnkey" status of the Project shall be deemed to place increased emphasis on the terms 'reasonably inferable therefrom'.
- B. Minimum Requirements:
Since the Work is to be accomplished in Broward County, all Contractors and Subcontractors shall be deemed to be intimately knowledgeable of the currently applicable edition of the Florida Building Code, being the code under which they must be licensed. Accordingly therefore, all work shall be done in accordance with all provisions of same, and it shall be considered as the minimum standard of this Contract. Should any Bidding Contractor or Subcontractor fail to notify the Owner of any inconsistency in the Contract Documents concerning the applicable Florida Building Code, during the RFQ process, the Bidding Contractor or Subcontractor shall be held to have had full knowledge of same and shall be required to complete all its Work in conformance with same at no additional cost to the Owner.
- C. Change Orders:
Unless changes to the General Conditions are initiated by the Owner, the Bidder shall understand that Change Orders will not be issued for any work, item, etc., required to complete the work, under this "Turnkey" Project. It shall be presumed that the Bidder has included all costs in its RFQ response.
- D. The "Turnkey" status of the Project shall extend to all listed Alternates, individually and collectively, and it shall be understood that the Owners acceptance or rejection of individual Alternates shall not lessen the Contractors obligation to provide a completed, finished, functioning area(s), equipment, or systems, etc., for the Work of the Contract. Since description of Alternates is generally brief, all Bidders shall thoroughly investigate all implications resulting from same, and include all such cost consideration in its RFQ response.

- E. The Owner rejects any other definitions of the term “Turnkey” except as may be consistent with the statements above.

20. Mandatory Pre-Bidder’s Conference:

- A. There will be a Mandatory Pre-Bidders Site Visits to multiple locations, see schedule in Section V: Scope of Work. These will be mandatory meetings and are intended to review the Scope of Work and view the site of work. Failure of a Bidder to attend the Mandatory Pre-Bidders Site Visits shall result in rejection of the Bidder’s RFQ proposal by Broward Health and shall be returned to the Bidder. If Bidders wish to bring sub-contractors, please do so as there may not be subsequent site visits scheduled. Sub-contractor attendance is not mandatory. Vendors/Contractors that will be attending the site visit/pre-bid meeting shall RSVP up to 24 hours prior to the meeting by sending an email to bids@browardhealth.org. Subject: RSVP – Site Visit/Pre-Bid Meeting + Project Name.
- B. If the Bidder feels a conflict, ambiguity, or inconsistency may exist in these RFQ Documents, the Bidder shall discuss these items at the meeting. Any questions raised of this nature, after RFQ responses have been received, shall not be permitted or warrant further discussion and the Bidder shall provide an acceptable completed project at no additional cost to the Owner.
- C. The purpose of the meeting is to afford an opportunity to all bidding Pre-Qualified Term Contractors to view the area where the work shall take place.
- D. Any questions raised and responses provided, shall be for the purpose of clarification of the Contract Documents.
- E. Any and all interpretations derived from the discussion shall be strictly the sole responsibility of the bidding Contractor.
- F. The Owner shall not issue any written documentation pertaining to the meeting, unless it shall be deemed necessary to issue a formal Addendum.

21. Pre-Construction Meeting:

- A. A Pre-Construction meeting shall be held prior to commencement of the work on this Project. The meeting shall include the Contractor, Major Sub - Contractors, and the Key Personnel they shall designate to act on their behalf on this project.
- B. The purpose of the meeting is to establish guidelines and procedures for daily progress of the work at the site.
- C. The condition of the existing buildings and related site areas shall be recorded by the Contractor. The Contractor shall be responsible for the correction and/or repair of any damage to the existing facilities resulting from his work and said areas shall be restored to pre-contract conditions at no additional cost to the Owner.
- D. The Contractor is not authorized to begin any project until the required Insurance Certificates and Building Permits have been given to the Owner.

- E. A Schedule of Values, in accordance with the Application and Certificate for Payment, (A.I.A. Document G702) to be used on the project, shall be submitted for the required work of this Contract to the Architect and/or Owner for review and approval, prior to commencement of the work.

22. **Statement of Compliance**

The Bidder must submit with their RFQ proposal a Statement of Compliance to comply with all technical and functional specifications set forth in this RFQ. Any exceptions to specifications, terms and conditions of this RFQ must be clearly documented in writing in the Statement of Compliance.

23. **Broward Health Employees and Officers not to Benefit**

No Broward Health employee or officer shall have any ownership or monetary interest in, share in the benefits of, or be a part of any contract related to this RFQ, either directly or indirectly. Additionally, no Broward Health employee or officer shall personally benefit monetarily or otherwise, as a result of the execution of any contract related to this RFQ.

24. **Conflict of Interest and Ownership Disclosure**

There shall be no dealings between any Bidder and Broward Health that might be construed as a conflict of interest. All Bidders shall provide Broward Health with any and all information pertaining to any dealings with Broward Health that might be construed as a conflict of interest. Broward Health has adopted, implemented and codified its Conflict of Interest Policy, which is codified in its General Administrative Policy No. GA-001-015, and is reflected in its procurement code. As such, all Bidders acknowledge and agree to read and to abide by Broward Health's Conflict of Interest Policy, a copy of which shall be provided as part of this Request for Quotation. Furthermore, Contractor shall include fully completed copies of Broward Health's Conflict of Interest Questionnaire and Disclosure Agreement forms as well as Broward Health's Disclosure Form for Physician Ownership & Financial Arrangements as part of its RFQ Response.

25. **DIVERSE VENDOR SUBCONTRACTOR PARTICIPATION REQUIREMENT**

1. Participation Percentage. General Contractor agrees to utilize Certified Diverse Vendor ("CDV") Subcontractors to perform no less than 5% of the total amount invoiced to Broward Health for the Services under the Agreement.
2. List of Subcontractors. No later than issuance of any Notice to Proceed or Purchase Order, General Contractor shall submit to Broward Health a list confirming the identity of the proposed CDV Subcontractors to participate in this Agreement. General Contractor shall specify the subcontracted dollar amount for each. Each proposed CDV Subcontractor must be a certified diverse vendor with Broward Health. General Contractor shall bind each and every subcontractor to the terms stated in this Agreement and shall require the proper licensing of such Subcontractors.
3. Subcontracts. Within a reasonable time after issuance of any Notice to Proceed or Purchase Order (not exceeding thirty (30) days), General Contractor shall submit to Broward Health a copy of all fully executed subcontracts corresponding in all respects to this Agreement. Broward Health will be noticed of all subcontracts which may terminate during the Term of this Agreement.

4. Monthly and Final Monitoring Report. Along with General Contractor's monthly invoice and billing reconciliation report, General Contractor shall also submit a "Certified Diverse Vendor Monthly Utilization Report". The Report shall include the diversity status, the contract value and percent of agreement, current month payments, payments made to date and remaining payments to be paid to each Certified Diverse Vendor Subcontractor. General Contractor shall utilize this Report to indicate the amount of monetary CDV on a monthly basis. The Monthly Utilization Report submitted by General Contractor for the last month of the General Contractor's performance of the Work under this Agreement shall also set forth the total CDV participation that was achieved during the entire Term of the Agreement.
5. Liquidated Damages. If General Contractor fails to comply with subcontracting requirement above (20%), General Contractor shall be in default under this Agreement, and such default is considered a material breach of the Agreement. Broward Health and General Contractor agree that if the actual total CDV participation is less than the required percentage set forth above, the actual damages for the non-compliance will be impossible to determine. In lieu thereof, General Contractor shall pay to Broward Health an amount equal to fifty percent (50%) of the difference between the actual total CDV participation and the required percentage set forth above (20%), as fixed, agreed and liquidated damages, which will be credited against the next and/or final payment due to General Contractor by Broward Health.

SECTION II: BROWARD HEALTH FORMAL RFQ DIRECTIVES

This Request for Quote (RFQ) invites qualified firms to submit a proposal for consideration to Broward Health to provide: Contractor Services for **Broward Health USP 800 Pharmacy Updates**. The successful candidate will have documented healthcare experience providing "Office Renovations".

1. Broward Health's Director of Design & Construction or designee will review all timely submitted Responses with respect to completeness, accuracy and content that will qualify the RFQ respondent. The Director of Design and Construction, or designee will choose from the pool of qualified Bidders and rank them based from the lowest bid quotation submitted and proceeding to the highest bid quotation submitted; this ranking shall then be submitted to the Broward Health Vice President of Supply Chain Services for approval. Upon approval, Broward Health will then negotiate a contract with the qualified Bidder with the lowest bid. If Broward Health is unable to negotiate a satisfactory contract for any reason, Broward Health shall, at its sole discretion, formally terminate negotiations with this Contractor and proceed to the next lowest qualified bidding Contractor. Should Broward Health be unable to negotiate a satisfactory contract with any of the qualified bidding Contractors, Broward Health shall either cancel or withdraw this RFQ.
2. The issuance of this RFQ constitutes only an invitation to submit an RFQ Response to Broward Health. Broward Health reserves the right to determine, in its sole discretion, whether any aspect of the RFQ Response satisfies the criteria established in this RFQ.
3. No provision in the RFQ is intended as a mandatory restriction or a limitation on the lawful authority and discretion of Broward Health. Broward Health reserves the right to waive, at any time prior to the acceptance of an RFQ Response, any RFQ procedure or requirement that is not made mandatory by statute.
4. The issuance of this RFQ and the receipt of information in response to this document shall not, in any way, cause Broward Health to incur any liability, financial or otherwise. Broward Health assumes no obligation to reimburse and shall have no liability to any Contractor for any costs, losses or expenses incurred by Contractor in connection with submitting an RFQ Response or otherwise. Broward Health reserves the right to use the information contained in any RFQ Response in any manner deemed appropriate.
5. RFQ Responses that are not submitted on time and/or do not conform to Broward Health's requirements will not be considered. After all the RFQ responses are received and analyzed, the contract will be awarded to the lowest qualified and responsive bidder in accordance with the contract documents. Broward Health reserves the right to reject all bids and rebid the project, or elect not to proceed with the project. This sub-section is not intended to restrict the rights of Broward Health to reject the low bid of a non-qualified or non-responsive bidder and to award the contract to the next lowest qualified and responsive bidder in accordance with the standards and procedures of Broward Health and its contract documents.
6. The issuance of this RFQ constitutes only an invitation to submit RFQ proposals to Broward Health. Broward Health reserves the right to determine, in its sole discretion, whether any aspect of the RFQ proposal satisfies the criteria established in the RFQ. Broward Health further reserves the right to determine in its sole discretion whether a bidder is qualified or responsive to the RFQ, and reserves the right to reject any bids that are not by a qualified or responsive bidder.

7. Broward Health reserves the right to award the contract under this RFQ to a Contractor based on the complete RFQ response, on any portion of the response, or on any particular items of the Response, as it deems to be in the best interest of Broward Health.
8. Broward Health reserves the right, in its sole and absolute discretion, to withdraw, postpone or cancel this RFQ at any time, including after an award is made and contract negotiations have begun. Broward Health further reserves the right to re-advertise this RFQ, which may be also be modified to meet the current needs of Broward Health.
9. Broward Health reserves the right to waive any formalities of or irregularities in the RFQ process, as well as any RFQ proposal received.
10. **RFQ Disputes, Administrative Remedy** - If a Bidder disputes any matter arising out of this RFQ or the RFQ process, including the award of the Contract, the contesting Bidder shall provide written notice of dispute to Broward Health Vice President of Supply Chain Services at 1800 NW 49 Street, Ft. Lauderdale, FL 33309 within 5 business days after the issue arises or the Contract is awarded. Failure of a Bidder to timely provide its written notice of dispute within the five (5) business day deadline to Broward Health shall be deemed a waiver of the dispute by the Bidder. Within ten (10) business days from the date of receipt of the Contractor's dispute, the Vice President of Supply Chain Services will render a written decision on the dispute and forward the decision to the Bidder via the appropriate chain of command. A Bidder may appeal this decision by giving written notice of appeal to the Senior Vice President/Chief Financial Officer of Broward Health at 1800 NW 49 Street, Ft. Lauderdale, FL 33309 within five (5) business days after receipt of the Vice President of Supply Chain Services written decision. The notice of appeal shall be accompanied with copies of the Bidder's notice of dispute, the Vice President of Supply Chain Services written decision and any other documents the Bidder requests to be considered for the appeal. Failure of a Bidder to timely give notice of appeal within the five (5) business day deadline to Broward Health shall be deemed a waiver of the dispute by the Bidder. The Senior Vice President/Chief Financial Officer of Broward Health shall render a written decision within five (5) business days after receipt of the notice of appeal. This decision shall be a final order on the RFQ dispute. Until a final order is entered under this administrative remedy procedure, the Bidder shall not be entitled to institute an action contesting this RFQ, the RFQ process, or the Contract award.
11. **Disclaimer** – Broward Health reserves the right to conduct site visits to Contractor's business location(s) and/or may request that Contractor participate in live presentations. The selection of a contractor may be based wholly or in part upon the result of site visits or live presentations.
12. **Cone of Silence** - To ensure fair consideration for all Bidders, Broward Health prohibits communication to/or with any member of the Broward Health Board of Commissioners, Broward Health official, any department, division or employee during the submission process, except as otherwise provided for herein. Additionally, Broward Health prohibits communications initiated by a Bidder to the Broward Health official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between a Bidder and Broward Health in order to obtain information or clarification needed to develop a proper, accurate evaluation of the RFQ proposal shall be made solely through the designated point of contact individual(s) listed in the provision for inquiry on Page 5 of this RFQ. Communications initiated by a Bidder to anyone other than those permitted individuals may be grounds for disqualifying the offending Bidder from consideration for award of the proposal and/or any future proposal
13. **Public Entity Crimes** - Section 287.133(2)(a) of the Florida Statutes states that a person or affiliate who has been placed on the convicted Contractor list following a conviction for a public

entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFQ responses on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list. Contractor's Response should include a verified certification that it has not been placed on the State's convicted Contractor list within the last 36 months. Please complete and return with your formal RFQ the following "Sworn Statement." NOTE: This form shall be included in RFQ Proposal submittal.

Any person or affiliate, both as defined in section 287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime, as defined in section 287.133, Florida Statutes, may not submit a bid, proposal, or reply to Broward Health on a contract to provide any goods or services, for the construction or repair of a building or other public work, nor for leases of real property; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under any contract with Broward Health; and may not transact business with Broward Health in excess of Thirty-Five Thousand (\$35,000.00) Dollars for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

SECTION III: GENERAL CONTRACT TERMS AND CONDITIONS

To the extent not inconsistent with the General Conditions of the Contract for Construction (“General Conditions”) and the Special Conditions of the Contract for Construction (“Special Conditions”) referenced in Section VI of this RFQ, the following terms and conditions shall apply to, and become a part of, any agreement entered as a result of this RFQ process. If there is an inconsistency between any of these terms and conditions and the General Conditions or Special Conditions, the terms of the General Conditions or the Special Conditions shall control. Broward Health will consider incorporating any of Contractor's proposed terms and conditions if they do not conflict with, alter or modify any of the following terms and conditions.

1. **Inspection and Acceptance.** Inspection and acceptance of supplies, products, equipments, software or services to be furnished hereunder shall be made by representatives of Broward Health. A detailed technical inspection shall be made, this inspection will generally consist of a visual examination of the type, kind, quantity and damage of the work.
2. **Pricing.** Contractor represents that the price charged to Broward Health for all purchases made under this Agreement shall be as low as, or lower than, those charged the Contractor's most favored customer for comparable quantities under similar terms and conditions in addition to any discounts for prompt payment.
3. **Broward Health Property.** Property owned by Broward Health is the responsibility of Broward Health. Such property furnished to a Contractor for repair, modification, study, delivery, etc, shall remain the property of Broward Health. Any damage to such property occurring while in the possession of, or while in route to the Contractor shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for the replacement value of the property at the current market value, less depreciation of the property, if any.
4. **Invoices and Applications for Payment.** Invoices shall be submitted to Broward Health, 1608 S. E. 3rd Avenue, Fort Lauderdale, Florida 33316, attention Accounts Payable Department and shall be payable 30 days after receipt of an undisputed invoice, unless otherwise set forth in the Agreement. Invoices shall include the following information: contract number, purchase order number, and description of the supplies, products, equipment, software or services to be furnished hereunder as a line item with prices. Transportation when not FOB destination shall appear as a separate itemized item on the invoice.
5. **Termination for Default.** If either party defaults in its performance under this Agreement and does not cure the default within 30 days after written notice of default from the non-defaulting party, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party without penalty and without any further liability after the date of termination. Notwithstanding the foregoing, if Broward Health seeks to terminate this Agreement for Contractor's default, and Broward Health determines in its sole discretion that the event giving rise to the default cannot be remedied or cured, then no cure period will be provided and Broward Health may immediately terminate this Agreement without penalty and without any further liability. In the event that this Agreement is terminated early for any reason, within thirty (30) days of the termination effective date, Contractor shall reimburse Broward Health for the unused portion of any advance payments made to Contractor by Broward Health in amounts that will be pro-rated.
6. **Termination for Convenience.** Broward Health may terminate this Agreement at any time without cause upon 30 days prior written notice to Contractor. If this Agreement is for supplies, products, equipment, or software, Broward Health will pay Contractor in accordance with the

payment provisions of the Agreement through the date of termination. If this Agreement is for services, Broward Health shall compensate the Contractor in accordance with the payment provisions of the Agreement for those services rendered prior to the date of termination. In the event that this Agreement is terminated early for any reason, within thirty (30) days of the termination effective date, Contractor shall reimburse Broward Health for the unused portion of any advance payments made to Contractor by Broward Health in amounts that will be pro-rated

7. **Gratuities**. Broward Health may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by either the Chief Ethics Officer, Chief Compliance Officer and the Office of the General Counsel, that gratuities in the form of entertainment, gifts, monies, or ownership were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of Broward Health, with a view toward securing a contract or securing favorable treatment with respect to the awarding, or amending, or the making of any determination with respect to the performance of such contract.
8. **Discounts**. In connection with any discount offered by the Contractor, discounts will be computed from date of delivery of the supplies, products, equipment, software or services to the point of destination. Where acceptance of the supplies, products, equipment, software or services for compatibility or operability is necessary, discounts will be computed from the date of acceptance.
9. **Tax Exempt Status**. Broward Health is a tax-exempt entity (State Tax Exempt Certificate No 85-8012646292C-5) and is not obligated to pay sales, use or other similar taxes. If Broward Health is not exempt for a particular tax, it will reimburse Contractor for those taxes. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to Contractor's performance of this Agreement.
10. **Sovereign Immunity**. Broward Health is a political subdivision of the State of Florida and enjoys sovereign immunity. To the extent that the Agreement requires Broward Health to indemnify the Contractor from liability, Broward Health's obligation is subject to the limitations of liability as provided in section 768.28 of the Florida Statutes and does not act as a waiver of Broward Health's entitlement to sovereign immunity as a matter of statutory and common law. To the contrary, all terms and provisions contained in this Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure Broward Health of the limitation from liability provided to Florida's subdivisions under Florida law.
11. **Term**. The term of this Agreement shall be for the specific project herein stated.
12. **Warranty and Indemnification**. Contractor warrants the performance of the supplies, products, equipment or services to be furnished hereunder. Contractor agrees to indemnify and hold harmless Owner, its officers, directors and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by contractor in the performance of the construction contract resulting from this RFQ. This obligation shall survive termination of this Agreement.
13. **Insurance**. Contractor shall provide insurance coverage as specified on Pages 15 and 16.
14. **Equal Opportunity Employment**. Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion,

sex, age or national origin. This provision shall include, but is not limited to the following; employment upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships. Contractor further agrees to comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

15. **Compliance with Law.** Contractor is familiar with and shall comply with all federal, state, and local laws, ordinances and regulations applicable to the supplies, products, equipment, software or services furnished under or pursuant to this Agreement.
16. **Compliance Education.** Contractor who is awarded a contract pursuant to this RFQ, along with each principal (as used herein, "principal" includes any officer, director, employee, agent, or any person or entity with any ownership interest in Contractor) of Contractor that performs functions under the Contract on behalf of Broward Health, shall complete at least one (1) hour of training regarding the Anti-Kickback Statute and the Stark Law including examples of arrangements that potentially implicate the Anti-Kickback Statute and the Stark Law. Furthermore, Contractor who is awarded a contract pursuant to this RFQ, along with each principal of Contractor that performs functions under the Contract shall certify that s/he has completed such training and document such certification as and in the manner requested by Broward Health. In addition, by signing below, each party certifies that it will not violate the Anti-Kickback Statute Policies and Procedures, and Contractor shall distribute such documents to its principals that perform functions under this RFQ. Contractor and its principals shall review such documents and shall certify that each such person has received and reviewed such documents and understands them, and shall document such certification as and in the manner requested by Broward Health.
17. **Compliance.** The parties acknowledge that there is no obligation of Contractor or any of Contractor's principals (as used herein, "principals" includes any officer, director, employee, agent, or any person or entity with any ownership interest in Contractor) to refer patients to Broward Health or any Affiliate of Broward Health, and there is no obligation of Broward Health to refer patients to Contractor or any of Contractor's principals. The parties intend to comply with 42 U.S.C. § 1320a-7b(b) (commonly known and hereafter referred to as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly known and hereafter referred to as the Stark Law) and any other federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time. This Agreement will be construed in a manner consistent with compliance with such statutes and regulations, and the parties hereto agree to take such actions necessary to construe and administer this Agreement accordingly. The parties in good faith believe that this Agreement fully complies with the provisions of the Anti-Kickback Statute and applicable exceptions to the Stark Law self-referral regulations (42 C.F.R. §§ 411.351 – 357). No amount paid hereunder is intended to be, nor shall be construed as, an inducement or payment for referral of or recommending referral of, patients by Contractor or any of Contractor's principal to Broward Health (or its employees or agents) or by Broward Health (or its employees and agents) to Contractor or any of Contractor's principals. In addition, fees charged hereunder do not include any discount, rebate, kickback or other reduction in charge, and the fees charged hereunder are not intended to be, nor shall they be construed as, an inducement or payment for referral, or recommendation of referral, of patients by Contractor or any of Contractor's principals to Broward Health (or its employees and agents) or by Broward Health (or its employees and agents) to Contractor or any of Contractor's principals. The sole purpose of the payments to Contractor hereunder is to pay fair market value for the services provided by Contractor and/or any of Contractor's principals to Broward Health hereunder. This Agreement shall be interpreted and construed at all times in a manner consistent with applicable laws and regulations governing the financial relationships among individuals and entities that provide or

arrange for the provision of items or services that are reimbursable by governmental health care programs or other third party payors.

18. **Contractor Warranties.** Contractor hereby represents and warrants to Broward Health that:

- a. Neither Contractor nor Contractor's principals, employees, representatives, agents, assistants, associates, and subcontractors (individually, "Employee" and collectively, "Employees"), nor the immediate family of Contractor or Employee has a compensation arrangement of any kind with Broward Health. For purposes of this subsection, the term "immediate family" shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind. The Corporate Compliance Office and the General Counsel's Office of Broward Health are authorized, in their sole discretion, to waive this requirement upon a showing of good cause and a demonstration that such waiver does not violate any applicable Federal or State statute, rule or regulation.
- b. Neither Contractor nor any Employees have been indicted for, charged with, or convicted of: (i) a felony offense, including a felony offense for which revocation of enrollment and billing privileges in the Medicare program is authorized under 42 C.F.R. § 424.535; (ii) a misdemeanor or felony offense related to the delivery of health care services; (iii) a misdemeanor or felony offense related to the practice of medicine; (iv) a crime of moral turpitude; (v) a misdemeanor or felony offense related to Contractor's or any Employee's conduct as an employee of a public entity; or (vi) a misdemeanor or felony offense within the scope of 42 U.S.C § 1320a – 7(a).
- c. Neither Contractor nor any Employees are undergoing any type of audit or are under investigation by a public or private, state or regulatory body or auditing entity.
- d. Contractor and its Employees have not engaged in, and during the Term of this Agreement shall not engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.
- e. Neither Contractor nor any Employees are or have been excluded, debarred, suspended, or has been otherwise determined to be, or identified as, ineligible to participate (including revocation of enrollment and billing privileges) in any Federal or State Health Care Program, including but not limited to, the Medicare and Medicaid Programs, nor has Contractor or any Employees received notice that he or she is to be excluded, debarred, suspended or otherwise determined to be, or identified as, ineligible to participate (including revocation of enrollment and billing privileges) in any Federal or State Health Care Program. Neither Contractor nor any Employees further have received any information or notice, or has become aware, by any means or methods, that Contractor or any Employees are the subject of any investigation or review regarding Contractor's or any Employees' participation in any Federal or State Health Care Program or is subject to investigation related to his or her conduct as an employee of a public entity.
- f. Contractor shall, prior to and during the Term of this Agreement, conduct periodic reviews of all Employees, including any officers, directors and persons or entities with any ownership interest in Contractor, to ensure that no Employee has been debarred, disqualified, excluded, suspended, or is otherwise ineligible to participate in any federal health care program ("Exclusion Checks"). If Contractor fails to perform Exclusion Checks or otherwise fails to prevent or permits an Employee who has been debarred, disqualified, excluded, suspended, or who is ineligible to participate in any federal

health care program, to perform any services or obligations under this Agreement, the Contractor shall fully indemnify and hold Broward Health harmless from and against any and all claims, demands, costs, expenses, liabilities, causes of action and damages of every kind and character (including reasonable attorneys' fees), which may be asserted by any state or federal entity or regulatory authority or other third party, that is in any way related or incident to, arising out of, or in connection with the Contractor's failure to perform Exclusion Checks on its Employees. This subsection f. shall survive the expiration or termination of this Agreement.

- g. Contractor shall provide the names and any other information requested by Broward Health of any and all Employees who will be performing any services or obligations pursuant to this Agreement. The Contractor's use of any Employee is subject to the prior written consent of Broward Health, in its sole discretion.
- h. Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Broward Health shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the fully amount of such fee, commission, percentage, gift or consideration.
- i. Contractor agrees to notify Broward Health in writing immediately, but in no event more than one (1) business day, after it becomes actually aware (or should have been aware) that any of the foregoing warranties has changed.
- j. Contractor acknowledges and understands that the failure to comply with the foregoing constitutes a material breach of this Agreement and that Broward Health may determine, in its sole discretion and notwithstanding any other provision of this Agreement to the contrary, that the material breach may be not able to be cured. In such event, Broward Health may immediately terminate this Agreement.

19. Ownership Disclosures: Contractor expressly agrees to disclose to Broward Health its ownership and financial relationships as they may relate to Broward Health in accordance with the following:

- a. Broward Health is required pursuant to Florida and federal law to ensure that any payments made to persons for services or supplies are compliant with such law.
- b. Contractor agrees to fully disclose in writing via the completion of Broward Health's Conflict of Interest Questionnaire and Disclosure Agreement forms and Broward Health's Disclosure Form for Physician Ownership & Financial Arrangements to Broward Health upon the execution of the Agreement the identity of any person who: 1) has an ownership interest in any portion of Contractor, or is employed by or contracted with Contractor; and, 2) is also able in any manner to refer a patient to a Broward Health facility for the provision of any healthcare service.
- c. Contractor agrees to fully disclose in writing via the completion of Broward Health's Conflict of Interest Questionnaire and Disclosure Agreement forms and Broward Health's Disclosure Form for Physician Ownership and Financial Arrangements to Broward Health upon the execution of the Agreement the identity of any person who: 1) has an ownership interest in any portion of Contractor, or is employed by or contracted with Contractor; and, 2) is also an "immediate family member" of any person who is able in any manner to refer a patient to a Broward Health facility for the provision of any healthcare service.
- d. "Ownership interest" is hereby defined as any form of equity or debt, whether direct or indirect. "Immediate family member" is hereby defined as: husband or wife; birth or

- adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.
- e. Contractor expressly acknowledges that the aforementioned requirements of Florida and federal law are ongoing, and as such, Contractor agrees to immediately notify Broward Health in writing, (including but not limited to the completion of Broward Health's Conflict of Interest Questionnaire and Disclosure Agreement forms and Broward Health's Disclosure Form for Physician Ownership and Financial Arrangements) of any and all changes in ownership interests that would require disclosure.
 - f. Any failure by Contractor to comply with the requirements of this section will constitute a material breach of the Agreement.
 - g. Contractor expressly understands and agrees that a fully completed and executed Conflict of Interest Questionnaire and Disclosure Agreement forms as well as the Disclosure Form for Physician Ownership and Financial Arrangements must be included as part of its RFQ Response.

20. **Assignment and Subcontracts.** Except for subcontractors and major suppliers identified in this RFQ proposal, Contractor agrees not to enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of this RFQ and/or the subsequently awarded Agreement, Contractor's obligations under this RFQ proposal and/or the subsequently awarded Agreement, or any or all of its right, title or interest herein, without Broward Health's prior written consent. Broward Health may assign this Agreement and its rights hereunder to any successor or entity owning or operating Broward Health, to a wholly owned subsidiary of Broward Health, to any entity in which Broward Health has an ownership interest, or to an entity which acquires substantially all of its assets. If Contractor receives Broward Health's prior written consent to subcontract, assign, transfer, convey, or sublet provisions of this RFQ proposal and/or the agreement awarded, then Contractor shall provide to Broward Health a list of all subcontractors and/or agents who are or will be utilized in the performance of services under this RFQ proposal and/or the subsequently awarded agreement. Contractor shall also provide to Broward Health frequent, continuous and current updates on any status change regarding any title, right, interest or issue regarding any service, duty or obligation arising from this RFQ proposal and/or the subsequently awarded agreement.

21. **Travel Expenses.** Reimbursement, if any of travel expenses under this Agreement is subject at all times to Broward Health's published General Administration and Procedures Manual in effect. A copy will be provided to Contractor upon request.

22. **Public Records Law.** In order to comply with Florida's public records laws, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by Broward Health in order to perform the services under the Agreement.
- b. Upon request from Broward Health's custodian of public records, provide Broward Health with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Contractor does not transfer the public records to Broward Health.

d. Meet all requirements for retaining public records pursuant to the State of Florida's General Records Schedule GS1-SL for State and Local Government Agencies and General Records Schedule GS4 for Public Hospitals, Health Care Facilities and Medical Providers, R. 1B-24-003(1)9b), Florida Administrative Code and/or the State of Florida's General Records Schedule GS1-SL for State and Local Government Agencies, R. 1B-24.003(1)9a), Florida Administrative Code, and transfer, at no cost, to Broward Health all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Broward Health in a format that is compatible with the information technology systems of Broward Health.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 473-7303, PublicRecordsRequest@browardhealth.org, or North Broward Hospital District d/b/a Broward Health, 1800 NW 49th Street, Fort Lauderdale, FL 33309.

23. **Confidentiality.** Contractor recognizes that it must conduct its activities in a manner designed to protect any information concerning Broward Health, its affiliates or clients (such information hereafter referred to collectively as "Broward Health Information") from improper use or disclosure. Contractor agrees to treat Broward Health Information on a confidential basis. Contractor further agrees that it will not, and Contractor's agents, representatives, and employees will not, disclose any of Broward Health Information without Broward Health's prior written consent to any person, firm or corporation except: (i) to authorized representatives of Broward Health or (ii) to employees of Contractor who have a need to access such Broward Health Information to perform the services contemplated hereunder.
24. **Governing Law, Jurisdiction and Venue.** This Agreement has been executed and delivered in, and shall be interpreted, governed, construed and enforced pursuant to and in accordance with the laws of the State of Florida without giving effect to the principles of conflict of laws thereof. The parties agree that the sole and exclusive venue for any litigation, mediation, special proceeding or other proceeding as between the parties that may be brought or that arises out of or in connection with or by reason of this Agreement shall be Broward County, Florida.
25. **Attorney's Fees.** In connection with any litigation, mediation, arbitration, special proceeding or other proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the other party its costs and reasonable attorney's fees, through and including any appeal or post-judgment proceeding. Broward Health's liability for costs and reasonable attorney's fees, however, shall not alter or waive Broward Health's sovereign immunity, or extend Broward Health's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

26. **Independent Contractor.** It is expressly acknowledged by the parties hereto that the Contractor is an independent contractor, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between Broward Health and Contractor or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow Broward Health, or its agents, representative, or employees, to exercise control or direction over the manner or method by which the Contractor performs any services which are the subject of this Agreement.
27. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
28. **Separability.** Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform all other covenants and agreements herein.
29. **Provisions Binding.** Except as otherwise expressly provided in this Agreement, all covenants, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
30. **Headings and Terms.** The headings to the various paragraphs of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.
31. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or for other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authorities, acts of the public enemy, war (whether or not declared), riots, insurrections, acts of government, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by employees or any similar or dissimilar cause beyond the reasonable control of either party. The time for performance shall be deemed extended for a period equal to the duration of such event.
32. **Non - Waiver.** No inaction upon any breach or waiver of any breach of any provision of this Agreement by any party shall be construed to be a waiver of any prior or subsequent breach of the same or any other provision of this Agreement. Nor will any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of Broward Health to insist upon the performance by Contractor in strict accordance with the terms hereof.
33. **Third Party Beneficiary.** Broward Health and Contractor expressly agree and acknowledge that this Agreement does not and is not intended to grant to or create any rights in other persons as third-party beneficiaries or otherwise. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.
34. **Public Inspection of RFQ Responses.** Broward Health is, as a special taxing district of the State of Florida, subject to chapter 119, Florida Statutes ("Florida's Public Records Laws"). Pursuant to Florida's Public Records Laws, public records, including RFQs and responses to RFQs, within the custody of a public agency may be subject to inspection and copying unless

exempt or confidential and exempt in accordance with applicable law. Accordingly, all RFQ Responses submitted by a Contractor to Broward Health are deemed public records and are subject to disclosure pursuant to Florida's Public Records Laws.

If Contractor contends that any portion of its RFQ Response is exempt or confidential and exempt from public inspection and copying pursuant to Florida law, it is the Contractor's responsibility to (1) redact such portions **and** (2) clearly label and specify next to each such redacted portion the applicable statutory Florida exemption prohibiting disclosure for public inspection and copying or production of the RFQ Response.

Any redacted RFQ Responses must also be (1) submitted in a separate sealed envelope and marked as such and (2) an electronic version of the redacted RFQ Response must be submitted on virus-free CD-ROM media marked with Contractor's name and a title designating the CD-ROM as containing the redacted RFQ Response.

A failure by Contractor to prepare and label the exempt or confidential and exempt portions of its RFQ Response in the manner specified in this section of the RFQ shall constitute a waiver by Contractor of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law. By submitting a Response to this RFQ, the Contractor agrees to waive any cause of action or claim for damages it may have against Broward Health or any of Broward Health's board members, executives, officers, employees, or agents for the release of records in response to a public records request other than those that are prepared and labeled as exempt or confidential and exempt as described in this section.

Contractor understands and agrees that, if a requestor of Contractor's RFQ Response files an action in court or another venue of competent jurisdiction arguing that any redacted portion of the RFQ Response is not exempt or confidential and exempt under Florida law, Broward Health reserves the right not to defend Contractor's position regarding such exemptions, provided, however, Broward Health shall timely notify Contractor to enable Contractor to take proper legal action. By submitting this RFQ Response, Contractor agrees to indemnify and hold Broward Health harmless from any award to a plaintiff for damages, costs, or attorney's fees based upon Broward Health's nondisclosure of any portions of Contractor's RFQ Response which has been prepared and labeled as exempt or confidential and exempt from public inspection and further agrees to indemnify Broward Health for any attorney's fees and costs it may incur in the defense of such nondisclosure.

35. **Entire Agreement.** This Agreement consists of (without and without limiting to) the Request for Quotations, Contractor's Response to the Request for Quotations, Broward Health's Conflict of Interest Questionnaire and Disclosure Agreement Forms, Broward Health's Disclosure Form for Physician Ownership and Financial Arrangements, and any written agreement entered into by Broward Health and Contractor, as approved by the Office of General Counsel and the Office of Compliance and Ethics of Broward Health. To the extent that the agreement entered into by Broward Health and Contractor conflicts with, modifies, alters or changes any of the terms and conditions in the Request for Quotations or Contractor's Response to the Request for Quotations, the written agreement entered into by Broward Health and Contractor, as approved by the Office of General Counsel and the Office of Compliance and Ethics of Broward Health, shall control. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, agreements, proposals, responses, understandings and representations, if any, made by and between the parties with respect to the subject matter of this Agreement. This Agreement may be modified only by a written Agreement signed by Broward Health and Contractor.

SECTION IV: SIGNATURE AUTHORIZATION, SWORN STATEMENT & IDENTIFICATION LABEL.

SIGNATURE AUTHORIZATION

This signature authorization must be signed by an individual who has authority to bind Contractor to the submitted Response to be considered. Please include this section in your original Response.

DATE: _____

CONTRACTOR NAME: _____

ADDRESS: _____

CITY AND STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

PRINTED NAME: _____

SIGNATURE: _____

TITLE: _____

CONTRACTOR SHALL INCLUDE WITH RESPONSE TO FORMAL RFQ

1. One (1) original and four (4) copies of the sealed specification response with contractor name clearly printed on the front cover page of each submitted response.
2. Two (2) complete responses on virus-free CD-ROM media with contractor name clearly labeled on each CD. No USB drives will be accepted.
3. One (1) original signature authorization.
4. One (1) original signed & notarized "Sworn Statement" pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes".
5. Contractor shall include fully completed copies of Broward Health's Conflict of Interest Questionnaire and Disclosure Agreement forms as well as Broward Health's disclosure form for Physician Ownership and Financial Arrangements as part of its RFQ response. Both forms can be downloaded at <https://vendor.browardhealth.org/pages/current-opportunities>.
6. If contractor is asserting any exemption(s) from chapter 119, Florida Statutes, one (1) redacted complete response with the Florida statutory basis for redactions on virus-free CD-ROM media with contractor name clearly labeled on cd. See Clause 34 of Section III for more detail.
7. If contractor is asserting any exemption(s) from chapter 119, Florida Statutes, in a separate sealed envelope, one (1) hard-copy redacted complete response with the Florida statutory basis for redactions with contractor name clearly printed on the front cover page of the redacted response. See Clause 34 of Section III for more detail.



**SWORN CERTIFICATE UNDER SECTION 287.133
OF THE FLORIDA STATUTES, PUBLIC ENTITY CRIME PROVISION**

STATE OF _____

COUNTY _____

Before me, the undersigned notary public, personally appeared _____,

In his/her capacity as _____

of _____

("Contractor") who, having taken an oath deposes and says:

1. Contractor has personal knowledge of all matters set forth in this certificate and all matters are true and correct.
2. Contractor's business address is _____

_____ and the Contractor's Federal Employee Identification Number (FEIN) is _____.

3. Contractor is familiar with and understands all of the provisions contained in Section 287.133 of the Florida Statutes concerning a public entity crime.
4. Contractor certifies that one of the following is true and correct:

_____ Neither Contractor nor any affiliate of Contractor has been placed on the State's Convicted Vendor List following a conviction within 36 months prior to executing this Certificate; or

_____ Although Contractor or an affiliate of Contractor was placed on the Convicted Vendor List within the last 36 months, the Contractor or its affiliate has been removed from the List pursuant to Section 287.133 (3) (f) of the Florida Statutes.

5. Contractor acknowledges that the North Broward Hospital District is a public entity as defined in Section 287.133 (1) (f) of the Florida Statutes and that the North Broward Hospital District is relying upon this Certificate in accepting Contractor's RFQ with a potential for awarding the contract to Contractor.
6. This Certificate is made and given by Contractor with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentation therein.

CONTRACTOR:

BY: _____

Name: _____

Title: _____

Sworn to and subscribed before me this _____

Day of _____, 2019 by

_____ in his/her capacity as

_____ of _____,

who is personally known to me or who has produced _____

as identification, and who did take an oath.

Notary Public

Printed Name

My Commission Expires:



Vendor Certification Regarding Scrutinized Companies Lists

Vendor Name: _____ Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone Number: _____
Email Address: _____

Section 287.135(2)(a), 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(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified in the section entitled "Vendor Name" above is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I further hereby certify that the company identified above is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with Broward Health for goods or services of any amount may be terminated at the option of Broward Health if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of Broward Health if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

*Signature of Authorized Representative

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Vendor.

THIS IDENTIFICATION LABEL MUST BE TAPED ON OUTSIDE OF SEALED RESPONSE CONTAINER.

FROM _____

**BROWARD HEALTH
SUPPLY CHAIN SERVICES
ATTN: BIDS DEPARTMENT
1800 N.W. 49th Street
FORT LAUDERDALE, FL 33309**

RFQ RESPONSE:

() RFQ SPECIFICATIONS ENCLOSED

RFQ TITLE: BROWARD HEALTH USP 800 PHARMACY UPDATES

RETURN TIME & DATE: Prior to 3:00 PM EST, MONDAY, SEPTEMBER 30, 2019

SECTION V: TECHNICAL SPECIFICATIONS & SCOPE OF SERVICES

Broward Health is an integrated; tax assisted, not-for-profit healthcare delivery system serving the northern two thirds of Broward County, Florida, and headquartered in Fort Lauderdale, Florida. Broward Health is a special independent taxing district created by Florida Statute. Management of Broward Health is independent of metropolitan and city governments. The governing body of Broward Health is the Board of Commissioners composed of seven members appointed by the Governor.

Broward Health is comprised of five hospitals with approximately 1,500 beds, and over 40 satellite facilities, which includes a home health agency, primary care clinics and physician offices; Broward Health currently has a total of approximately 8,000 employees. The five Broward Health hospitals are as follows:

- Broward Health Medical Center (“BHMC”), a 716 bed, level 1 trauma, acute care and teaching facility in Fort Lauderdale, Florida
- Broward Health North (“BHN”), a 409 bed, level 2 trauma and acute care facility in Deerfield Beach, Florida
- Broward Health Imperial Point (“BHIP”), a 204 bed acute care facility in Fort Lauderdale, Florida
- Broward Health Coral Springs (“BHCS”), a 250 bed acute care facility located in Coral Springs, Florida
- Salah Foundation Children’s Hospital, a 63-bed level II neonatal intensive care unit located on the campus of Broward Health Medical Center in Fort Lauderdale, Florida.

The Scope of Services will include renovations and upgrades to Broward Health pharmacy services per the USP 800 standards. The upgrade locations are: BHMC main pharmacy 1st floor, BHN satellite pharmacy 1st floor, BHN pharmacy 2nd floor and BHCS pharmacy 1st floor.

Mandatory Site Visits Schedule

Date	Time	Facility	Meeting Location	Address
9/12/2019	9:00 AM	Broward Health Medical Center	Main Lobby	1600 S. Andrews Avenue, Fort. Lauderdale, FL 33316
9/12/2019	10:30 AM	Broward Health North	Main Lobby	201 E. Sample Road, Deerfield Beach, FL 33064
9/12/2019	11:30 AM	Broward Health Coral Springs	Main Lobby	3000 Coral Hills Drive, Coral Springs, FL 33065

These will be mandatory meetings and are intended to review the Scope of Work and view the site of work. Failure of a Bidder to attend the Mandatory Pre-Bidders Site Visits shall result in rejection of the Bidder’s RFQ proposal by Broward Health and shall be returned to the Bidder. If Bidders wish to bring sub-contractors, please do so as there may not be subsequent site visits scheduled. Sub-contractor attendance is not mandatory. Vendors/Contractors that will be attending the site visit/pre-bid meeting shall RSVP up to 24 hours prior to the meeting by sending an email to bids@browardhealth.org. Subject: RSVP – Site Visit/Pre-Bid Meeting + Project Name.

Drawings and Specifications can be accessed via Broward Health’s website at <https://vendor.browardhealth.org/pages/current-opportunities>

PROPOSAL FORM

PROPOSER (CONTRACTOR) NAME: _____

To: The Board of Commissioners
Broward Health

Ladies and Gentlemen:

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project, familiarized itself with the local conditions, nature and extent of the work, the Drawings, Specifications and Contract, and Bond requirements, proposes to furnish all labor, material and equipment necessary, and to provide:

**CONTRACTOR SERVICES FOR
BROWARD HEALTH USP 800 PHARMACY UPDATES**

In full accordance with your call for RFQ responses, Instructions to Bidders, Contract and Contract Documents relating thereto, on file in the office of the Owner, and if awarded the Contract, the undersigned agrees to complete said work within the construction time stipulated, after receipt of a "Executed Contract", for the following RFQ price.

1. **ALLOWANCE FOR PERMIT** **\$25,000**

2. **BIDDERS SHALL ATTACH A SCHEDULE OF VALUES TO BID FORM**

TOTAL BASE BID PRICE; INCLUDES ITEMS 1 THRU 2 ABOVE:

_____ Dollars

\$ _____

TOTAL CONSTRUCTION TIME:

_____ Calendar Days

(Time shall commence on date of Executed Contract or date of Issuance of Building Permit whichever is later.)

RFQ GUARANTEE:

There is enclosed a Certified Check or Bid Bond in the Amount of:

_____ Dollars \$ _____

Which is not less than 5% of combined RFQ Price above, payable to THE BOARD OF COMMISSIONERS of Broward Health, Broward County, Florida. The amount of the Bond or Check is the amount agreed upon as Liquidated Damages payable to Broward Health should the Bidder fail or refuse to enter into a Contract with the Board of Commissioners of Broward Health for execution of the Work embraced in the RFQ proposal, in the event the proposal is accepted. No RFQ proposal may be withdrawn after the scheduled closing time for receipt of the RFQ proposals for at least Sixty (60) days.

LIST OF SUBCONTRACTORS:

Bidders shall fill in and attach Document G805 with all proposed Subcontractors. etc.

CONTRACTOR'S QUALIFICATION STATEMENT

Bidders shall fill in and attach AIA Document A305-1986 Contractor's Qualification Statement.

BID BOND

Bidders shall fill in and attach AIA Document A310-2010 in the amount of 5% of the bid. A certified check may be submitted in lieu of a Bid Bond.

PERFORMANCE BOND AND PAYMENT BOND

Bidders shall fill in and attach AIA Document A312-2010, Performance Bond and Payment Bond if issued a notice of award by CRMM.

BIDDERS ACKNOWLEDGMENTS:

The Bidder hereby represents that he understands all of the terms and conditions set forth in this "RFQ" and "Instructions to Bidders" and agrees to same.

ADDENDA RECEIPT:

Acknowledgment by Bidder is hereby made of receipt of the following Addenda issued during the bidding period:

Addendum No. _____ Dated _____.

Addendum No. _____ Dated _____

In Witness whereof, the Bidder's authorized representative has hereunto set his or her signature and affixed his or her seal this ____

_____ day of _____ 20____.

By: _____ (Seal)

Title: _____