

Target Market
General and Trade Contractors
REQUEST FOR PROPOSAL

RELEASE DATE: Wednesday, May 8, 2019

Pre-Bidders Meeting: 2:00 P.M. EST, Wednesday, May 15, 2019

Pre-Bidders Meeting Location: 1700 NW 49th Street, Ft. Lauderdale, FL 33309 Suite 150

VENDOR INQUIRIES DUE: Prior to 12:00 P.M. EST, Wednesday May 22, 2019

DUE DATE: Prior to 3:00 P.M. EST, Thursday, June 6, 2019

RFP OPENING: 2:30 P.M. EST, Friday June 7, 2019

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS FOR SUBMITTING A RESPONSE	3
SECTION II: INFORMATION CONCERNING THE RFP PROCESS	7
SECTION III: SELECTION PROCESS AND CRITERIA AND KEY DATES	10
SECTION IV: DIVERSE VENDOR AND LOCAL TRI-COUNTY SMALL BUSINESS PARTICIPATION	11
SECTION V: BROWARD HEALTH GENERAL TERMS AND CONDITIONS	14
SECTION VI: SIGNATURE AUTHORIZATION/SWORN STATEMENT & RESPONSE LABEL	24
SECTION VII: SCOPE OF SERVICE/MINIMUM & RESPONSE REQUIREMENTS	28

BROWARD HEALTH REQUEST FOR PROPOSAL

SECTION I: INSTRUCTIONS FOR SUBMITTING A RESPONSE

1. North Broward Hospital District d/b/a Broward Health (Broward Health) will receive sealed responses (“Response[s]”) to this Targeted Market Request for Proposal (“RFP”) from persons or entities who wish to provide General and Trade Contracting Services (“Contractor”). **Contractors must submit one (1) original and eight (8) copies of the sealed Specification Response with Contractor Name clearly printed on the front cover page of each submitted response. Additionally, Contractor shall submit two (2) complete responses on virus-free CD-ROM media with Contractor Name clearly labeled on each CD. USB drives cannot be accepted.**

IF CONTRACTOR IS ASSERTING ANY EXEMPTION(S) FROM CHAPTER 119, FLORIDA STATUTES, CONTRACTOR MUST PROVIDE 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 37 OF SECTION V FOR MORE DETAIL. IN ADDITION, IF CONTRACTOR IS ASSERTING ANY EXEMPTION(S) FROM CHAPTER 119, FLORIDA STATUTES, IN A SEPARATE SEALED ENVELOPE, CONTRACTOR MUST PROVIDE 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 37 OF SECTION V FOR MORE DETAIL.

2. RFP Responses may be delivered in person, by registered mail, by U.S. mail or overnight delivery. All RFP Responses must be directed to Broward Health Supply Chain Services Bids Department, 1800 NW 49th Street, Ft. Lauderdale, FL 33309. All RFP Responses must arrive in Supply Chain Services Bids Department, **no later than 3:00 P.M. on Thursday, June 6, 2019.** If submitting an RFP Response by mail, Contractors must allow sufficient time for mailing. If submitting an RFP Response by registered mail, the registered certification card will be returned to the Contractor acknowledging receipt of the RFP Response only if requested.
3. RFP Responses received after the closing time and date, for any reason whatsoever, will not be accepted or considered. Any disputes regarding timely receipt of an RFP Response shall be decided in the favor of Broward Health.
4. Contractors responding to this RFP may return your RFP response including the correct number of copies by placing your response (s) into a sealed container utilizing the suggested RFP identification label in this formal RFP. Please complete required information on the mailing label, complete company name and address in the upper left hand corner, check the appropriate block on the lower left corner indicating a "RFP RESPONSE ENCLOSED".
5. All submitted RFP Responses must be complete. If Conflict of Interest or Physician Ownership Disclosure forms and/or CD-ROMS are not included as part of the response, Contractor’s will be advised and will be allowed 48 business hours to provide the missing documents. Should the Contractor not provide the documents within the 48 hours provided, the RFP Response shall be deemed incomplete and not acceptable. Supplemental information may be attached to the RFP Response, but must be designated as such. Broward Health reserves the right to request additional clarifying information from Bidders after RFP Responses are opened but 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 the evaluation of any RFP Responses timely submitted.

6. Under no circumstance may a Contractor withdraw or modify an RFP Response after **3:00 P.M., Thursday, June 6, 2019.**
7. Broward Health understands that the supplies, products, equipment, software or services requested in this RFP may vary from company to company in technique and material. All specifications set forth in this RFP are to be considered and construed as a general description of function, purpose and performance of the items desired. Any use of brand names or catalog numbers in the specifications is intended only as a description of the type of product and does not restrict bidding to any endorsed product. No RFP Response will be disqualified from consideration where items offered by the Contractor are substantially equivalent in quality, purpose and standards, even though it does not correspond exactly to the description contained in the specifications. Where differences exist, they shall be separately identified in an addendum to the RFP Response with a specific and concise explanation of what differences exist and why such differences do not substantially deviate from the quality, purpose and standards of the items specified. Further data on such difference shall be provided if requested. The items and sizes shown on specification sheets are estimated requirements. Actual purchases may be more or less than quantities shown on specifications, but only the actual quantities required will be purchased.
8. Broward Health will consider qualified Contractors that can meet the requirements and specifications outlined in this RFP.
9. **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, either directly or indirectly pursuant to this RFP. 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 RFP.
10. **Conflict of Interest and Ownership Disclosure** - There shall be no dealings between any Contractor and Broward Health that might be construed as a conflict of interest. All Contractors 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 Contractors 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 Proposal. 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 and Financial Arrangements as part of its RFP Response.
11. **Broward Health Environmentally Preferred & Sustainable Procurement Practices (EPSPP)** – 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.

12. **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, the following Diverse Vendor Enhancements have been approved for this RFP:

1. Ten (10) evaluation points - RFP Scoring Criteria for Open Market Projects under this RFP.
2. 20% CDV Sub-contracting "commitment" requirement on a Project-by-Project basis for Non-Certified Diverse Vendors on Open Market Projects under this RFP.
3. Local SBE Target Market Initiative for Local Tri-county Small Businesses Certified as a SBE with Broward County Government, Miami-Dade County Government, and Palm Beach County Government.

Prime Vendors/Contractors can obtain a list of BH Certified Diverse Vendors for sub-contracting via our online Certified Diverse Vendor Directory @ www.browardhealth.org/diversity. Any questions, please contact the Office of Supplier Diversity (OSD) at 954-473-7289.

13. **Contractor Registration** - Contractor must be a registered vendor with Broward Health in order to contract with Broward Health. If a Contractor is not registered with Broward Health by the RFP Opening Date, then any RFP Response submitted by an unregistered Contractor will not be considered. Registration can be accessed via Broward Health's website at 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.

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

Questions regarding the Scope of Service must be sent prior to 12:00 P.M. EST, Wednesday May 22, 2019. Broward Health will provide a response to all timely received questions regarding Scope of Services via a written addendum to the RFP.

15. The submission of an RFP Response shall constitute Contractor's representation to Broward Health that the Contractor is familiar with and agrees to comply with the contents of this RFP.
16. As a political subdivision, Broward Health is subject to the Florida Sunshine Act and Public Records Law. By submitting an RFP Response, Contractor acknowledges that the materials submitted with the RFP

Response and the results of Broward Health's evaluation are open to public inspection upon proper request in accordance with Chapter 119, Florida Statutes. Contractor should take special note of this as it relates to proprietary information that might be included in its RFP Response.

17. Access to Books and Records – As applicable, under the Omnibus Reconciliation Act of 1980 and in accordance with 42 C.F.R. 420.300 et. Seq. and with Section 1981 of the Social Security Act (42 U.S.C. 1395 x (v) (1), until the expiration of four years after the furnishing of services pursuant to any agreement, Contractor shall, upon receipt of a written request, make available to the Secretary of the Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, any agreement, and books, documents and records of Contractor that are necessary to certify the nature and extent of costs incurred by Broward Health under any agreement. If Contractor carries out any of the duties of any agreement through a subcontract with a value or cost of \$10,000 or more over a 12-month period, with related organization, such subcontract shall contain a clause to the effect that until the expiration after furnishing of such services pursuant to such subcontract, the related organization upon receipt of a written request, shall make available to the secretary, 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 costs incurred by Broward Health by reason of the subcontract.
18. 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 bids 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 "Sworn Statement," Section of RFP document.
19. RFP Responses will be opened in a Public RFP Opening at the Broward Health Corporate Office, 1800 NW 49th Street, Ft. Lauderdale, FL 33309 beginning at **2:30 P.M. EST, Friday June 7, 2019.**

SECTION II: INFORMATION CONCERNING THE RFP PROCESS

1. This Request for Proposal (RFP) invites qualified firms to submit a proposal for consideration by Broward Health to provide General and Trade Contracting Services to Broward Health. The successful candidate will have documented healthcare experience providing the specific General and/or Trade Contracting Services for which they are submitting a response.
2. Broward Health will use a two-part evaluation process for this RFP. In the first part (the Part A evaluation), the Broward Health RFP Committee will review all timely submitted RFP Responses with respect to completeness, accuracy and content, at a public scoring/evaluation meeting that will be held at a subsequent time; the particular dates, times and location will be noticed 72 hours prior to the public scoring meeting on the Broward Health "Sunshine Board" located in the lobby of the Broward Health Corporate Office, 1800 NW 49th Street, Ft. Lauderdale, FL 33309. The evaluation criteria for this "Part A" evaluation is more fully set forth in Section III below. Broward Health anticipates selecting and inviting several Contractors whose scores on the "Part A" evaluation ranked the highest to make in-person oral presentations to the Broward Health Committee (the "Part B" Presentation Process, which is more fully detailed in Section III below). After the Contractors have made their oral presentations, the Committee will score each Contractor based on his or her performance. Following the "Part B" presentation, the Contractors shall be given a weighted score which shall be based on their corresponding Part A & Part B scores, the process to which is also detailed in Section III below (the "Part C" Process). This combined score shall constitute the Contractor's final total score. The Broward Health Committee will then rank the Contractors based upon their final total scores and will submit the ranking to the Broward Health Vice President of Supply Chain Services for approval. Upon approval, Broward Health will then negotiate a contract with a subset of Contractors, as set forth in Table 3.1, which obtain the highest scores during the RFP process. If Broward Health is unable to negotiate a satisfactory contract for any reason, with any of the awarded vendors, Broward Health may formally terminate negotiations with the Contractor, and shall then undertake negotiations with the following highest ranked Contractor if it so deems necessary. Broward Health reserves the exclusive right, at its own discretion, to repeat this process with the remaining ranked Contractors. Should Broward Health be unable to negotiate a satisfactory contract with any of the ranked Contractors, Broward Health shall, at its sole discretion, either cancel or withdraw this RFP or select additional Contractors who submitted Responses in the order of their scoring and shall continue negotiations in accordance with this paragraph until an agreement is reached.
3. The issuance of this RFP constitutes only an invitation to submit a RFP Response to Broward Health. Broward Health reserves the right to determine, in its sole discretion, whether any aspect of the RFP Response satisfies the criteria established in this RFP.
4. No provision in the RFP 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 RFP Response, any RFP procedure or requirement that is not made mandatory by statute.
5. The issuance of this RFP 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 RFP Response or otherwise. Broward Health reserves the right to use the information contained in any Response in any manner deemed appropriate.

6. Broward Health reserves the right, in its sole and absolute discretion, to change any of the terms and conditions of this RFP at any time.
7. Broward Health reserves the right to accept or reject, in whole or in part, for any reason whatsoever any or all RFP Responses submitted. RFP Responses that are not submitted on time and/or do not conform to Broward Health's requirements will not be considered.
8. Broward Health reserves the right to award the contract under this RFP to a Contractor based on the complete RFP Response, on any portion of the RFP Response, or on any particular items of the RFP Response, as it deems to be in the best interest of Broward Health.
9. Broward Health reserves the right, in its sole and absolute discretion, to withdraw, postpone or cancel this RFP at any time, including after an award is made and contract negotiation have begun. Broward Health further reserves the right to re-advertise this RFP, which may be also be modified to meet the current needs of Broward Health.
10. Broward Health reserves the right to waive any formalities of or irregularities in the RFP process.
11. **RFP Disputes, Administrative Remedy** - If a Contractor disputes any matter arising out of this RFP or the RFP process, including the award of the Contract, Contractor 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 five (5) business days after the issue arises or the Contract is awarded. Failure of a Contractor to timely provide its written notice of dispute shall be deemed a waiver of the dispute by the Contractor. 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 Contractor via the appropriate chain of command. A Contractor 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 Contractor's notice of dispute, the Vice President of Supply Chain Services written decision and any other documents the Contractor requests to be considered. Failure of a Contractor to timely give written notice of appeal shall be deemed a waiver of the appeal by the Contractor. 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 RFP dispute. Until a final order is entered under this administrative remedy procedure, Contractor shall not be entitled to institute an action contesting this RFP, the RFP process, or the Contract award.
12. **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.
13. **Cone of Silence** - To ensure fair consideration for all Contractors, 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 Contractor to the Broward Health official or employee evaluating or considering the RFP proposals prior to the time an award decision has been made. Any communication between a Contractor and Broward Health in order to obtain information or clarification needed to develop a proper, accurate evaluation

of the RFP shall be subject to and shall be in compliance with Section I, article 14, set forth above. Communications initiated by a Contractor to anyone other than those permitted individuals shall be grounds for disqualifying the offending Contractor from consideration for award of the proposal and/or any future proposal.

SECTION III: SELECTION PROCESS AND CRITERIA AND KEY DATES

A. SELECTION PROCESS AND CRITERIA

1. Part A - Evaluation Process

The RFP Committee shall review all RFP Responses received by **3:00 P.M., on Thursday, June 6, 2019** with respect to completeness, accuracy and content. The Committee shall then evaluate and score (rank) the RFP Responses based upon the following criteria:

<u>Criteria</u>	<u>Percentage Weight</u>
Diverse Vendor Participation	10%
Corporate Profile	5%
Contractor Qualifications	20%
Strength of Team	30%
Pricing	35%
Total	100%

The degree of response detail and completeness with supporting documentation will have significant weight in the RFP evaluation of the Response, since it will signify the extent of understanding of the requirements of the RFP. This includes Contractor providing the appropriate supporting corporate documentation, sample reports, copies of existing policies, etc. that illustrate Contractor's highest level of comprehensive service.

The process will then follow the process outlined in Section II, article 2, until a satisfactory contract is reached.

It should be noted that Broward Health reserves the right to conduct a separate oral presentation phase for RFP projects inviting only those highest ranking firms that Broward Health selects from the written response ranking. The number of firms, starting with the highest ranked firm, that may be invited for a separate Oral Presentation that will also be scored and combined with the Part A score to arrive at a final cumulative score, will be determined by the Selection Committee. Following this process, negotiations shall start with the highest ranked firm(s).

B. RFP PROCESS KEY DATES

1. RFP Advertisement and Submission Date.

- a. **Wednesday, May 8, 2019** - Copies of the RFP will be available. RFP will be available on web page <https://vendor.browardhealth.org/pages/current-opportunities>.
- b. Vendor Inquiry Deadline: **Prior to 12:00 P.M. EST, Wednesday May 22, 2019**
- c. **Prior to 3:00 P.M., Thursday, June 6, 2019** – RFP Responses must be received.
- d. **2:30 P.M. EST, Friday June 7, 2019** - Public RFP Opening to be held at Broward Health Corporate Office, 1800 NW 49th Street, Ft. Lauderdale, Florida, 33309.

2. Evaluation Process

RFP Responses shall be evaluated and ranked. Upon completion of Part A Scoring (or Part B, Oral Presentations, if required), the scores for each Contractor will be calculated mathematically. Following approval, contract negotiations will commence with the highest ranked Contractors.

SECTION IV: DIVERSE VENDOR AND LOCAL TRI-COUNTY SMALL BUSINESS PARTICIPATION

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 Broward Health'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, the following Diverse Vendor Enhancements have been approved for this RFP:

1. Ten (10) evaluation points - RFP Scoring Criteria for Open Market Projects under this RFP
2. 20% CDV Sub-contracting "commitment" requirement on a Project-by-Project basis for Non-Certified Diverse Vendors on Open Market Projects under this RFP
3. Local SBE Target Market Initiative for Local Tri-county Small Businesses Certified as a SBE with Broward County Government, Miami-Dade County Government, and Palm Beach County Government.

Open Market Projects are those projects released under the Target Market General and Trade Contractors Pre-Qualification Program that are open to competition from all bidders.

Prime Vendors/Contractors can obtain a list of BH Certified Diverse Vendors for sub-contracting via our online Certified Diverse Vendor Directory @ www.browardhealth.org/diversity. Any questions, please contact the Office of Supplier Diversity (OSD) at 954-473-7289.

10 RFP Evaluation Points for DV Participation on Open Market Projects:

The scoring evaluation points will be awarded to respondents who are BH Certified Diverse Vendors and Non-Certified Diverse Vendors, who document Certified Diverse Vendor solicitation and utilization (past and planned) for this RFP on Open Market Projects. *All vendors must respond to each section; if negative or not applicable, please note "NO" or "N/A" accordingly.*

Shown hereunder are the criteria for awarding the RFP Scoring Criteria evaluation points:

- 1) The maximum evaluation points, as approved in this RFP, will be awarded to all BH Certified Diverse Vendors. Certified Diverse Vendors responding to this RFP **MUST** submit a copy of their SBE/MBE/WBE certification from a BH approved certification partner with their RFP response. BH approved certification partners are:
 - National Minority Supplier Development Council (NMSDC)
 - Women Business Enterprise National Council (WBENC)
 - National Women Business Owners Corporation (NWBOC)
 - State Of Florida– Office of Supplier Diversity (OSD)
 - School Board of Broward County –Supplier Diversity & Outreach
 - Broward County Government – Office of Small Business Development
 - Miami Dade County Government – Office of Business Development
 - Miami Dade County Public Schools - Office of Economic Opportunity
 - Palm Beach County Government – Office of Small Business Assistance
 - School District of Palm Beach County – Office of Diversity in Business Practices
 - City Governmental Agencies -Tri-County Area (Miami-Dade, Broward & Palm Beach)
 - Florida State-wide Governmental Agencies – (i.e. City of Tampa, Leon County...)
 - SBA - 8A Business Development

- SBA - HUBZone Small Business
 - SBA - Women-Owned Small Business
 - SBA - Service-Disabled Veteran-Owned Small Business
 - SDVOSB/VOSB –US Dept of VA –Service Disabled/Veteran-owned Small Business
 - DBE - US Department of Transportation – Disadvantage Business Enterprise
- 2) Evaluation points will be awarded to Non-Certified Diverse Vendors, who respond in *specific detail* to the following:
- a. **Solicitation** - Explain how your company solicits, invites, and encourages SBE/MBE/WBE participation in your company’s procurement of goods and services. Include relevant sections of your company’s policies and procedures on procurement of goods and services with diverse vendors. Documentation **MUST** be submitted with the RFP response to receive the full evaluation points assigned to this section.
 - b. **Planned Utilization** – General and Trade Contractors responding to this RFP must commit to providing no less than 20% CDV sub-contractor participation, as applicable, on projects performed under the Target Market General and Trade Contractors Pre-Qualification program. Each project will be evaluated by the Project Custodian and the OSD to determine the appropriate level of CDV participation. A commitment statement acknowledging Planned Utilization of no less than 20% CDV sub-contracting, assigned on a Project-by-Project basis, **MUST** be submitted when responding to this RFP in order to receive the evaluation points assigned to this section.
 - c. **Past Utilization** – Please provide documentation / reports of your company’s past utilization of SBEs/MBEs/WBEs on prior projects/contracts. Documentation of utilization for the past 5 years **MUST** be submitted with the RFP Response to receive the full evaluation points assigned to this section.

20% Certified Diverse Vendor (CDV) Sub-Contracting Requirement: To be determined on a project by project basis.

1. Participation Percentage. General/Trade Contractor agrees to utilize Certified Diverse Vendor (“CDV”) subcontractors to perform no less than 20% of the total amount invoiced to Broward Health for the Work. Certified Diverse Vendors (CDV) are vendors approved as SBE/MBE/WBE with one of Broward Health’s approved certification partners. A current list of certification partners can be found on Broward Health’s vendor website @ <https://vendor.browardhealth.org/pages/vendor-registration-and-certification> or by contacting the Office of Supplier Diversity at supplierdiversity@browardhealth.org.

2. List of Subcontractors. No later than execution of the Contract, General/Trade Contractor shall submit to Broward Health a list confirming the identity of the proposed CDV Subcontractors to participate in the Project. General/Trade Contractor shall specify the subcontracted dollar amount for each. Each proposed CDV Subcontractor must be a certified diverse vendor with Broward Health. General/Trade Contractor shall bind each and every subcontractor to the terms stated in the Contract and shall require the proper licensing of such subcontractors.

3. Subcontracts. Within a reasonable time after execution of the Contract (not exceeding thirty (30) days), General/Trade Contractor shall submit to Broward Health a copy of all fully executed subcontracts corresponding in all respects to the Contract. General/Trade Contractor shall give Broward Health prompt written notice of the termination or expiration of all subcontracts that may terminate or expire during the Term of the Contract Broward Health will be noticed of all subcontracts which may terminate during the Term of the Contract.

4. Monthly and Final Monitoring Report. Along with General/Trade 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/Trade Contractor shall utilize

this Report to indicate the amount of monetary CDV on a monthly basis. The Monthly Utilization Report submitted by General/Trade Contractor for the last month of the General/Trade Contractor's performance of the Work shall also set forth the total CDV participation that was achieved for during the entire Term of the Contract.

5 **Liquidated Damages.** If General/Trade Contractor fails to comply with Section 19.1 herein, General/Trade Contractor shall be in default under the Contract, and such default is considered a material breach of the Contract. Broward Health and General/Trade Contractor agree that if the actual total CDV participation is less than the required percentage set forth in Section 19.1 above, the actual damages for the non-compliance will be impossible to determine. In lieu thereof, General/Trade 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 in this section under Participation Percentage above, as fixed, agreed and liquidated damages and not as a penalty, which will be credited against the next and/or final payment due to General/Trade Contractor by Broward Health.

Local SBE Target Market Initiative for Local Tri-County Small Businesses

This RFP Target Market Initiative is designed to develop working relationships with local small multi-discipline general and trade contractors to support the various needs of Broward Health's facilities and increase diverse vendor participation with local small businesses in Broward Health's target market area. As outlined in the RFP, Broward Health has allocated a predetermined number of general and trade contractors' slots for Local SBEs certified within the local Tri-County area by Broward County Government, Miami-Dade County Government, and/or Palm Beach County Government. This RFP Target Market initiative provides local small businesses with the opportunity to compete for Broward Health's general and trade contractor projects based on company size.

Broward Health Equitable Distribution Program (EDP) will facilitate the distribution of projects consistent with the project scope of work. The program is structured to equitably distribute projects through a centralized rotational system or various defined procurement methods, as outlined in Broward Health's Procurement Code and Supplier Diversity Policy; affording department's access to qualified contractors for smaller projects in an expedited fashion without necessitating a formal solicitation process for each transaction. The EDP is applicable for all Broward Health's projects with an estimated construction cost not to exceed \$250,000, annually.

SECTION V: BROWARD HEALTH GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to and become a part of any agreement entered as a result of this RFQ process. 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. 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.
- 2. Termination for Convenience.** Broward Health may terminate this Agreement at any time without cause upon 120 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.
- 3. 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.
- 4. Sovereign Immunity.** The parties hereto acknowledge that Broward Health is a political subdivision of the state of Florida and enjoys sovereign immunity. Nothing in this Agreement shall be construed to require Broward Health to indemnify Contractor or insure Contractor for its negligence or to assume any liability for Contractor's negligence. Further, any provision in this Agreement that requires Broward Health to indemnify, hold harmless or defend Contractor from liability for any other reason shall not alter Broward Health's waiver of sovereign immunity or extend Broward Health's liability beyond the limits established in section 768.28, Florida Statutes.
- 5. Term.** The term of this Agreement shall be three years, unless otherwise agreed to in writing ("Initial Term"). Broward Health, in its sole discretion, may renew this Agreement for two- (2) additional one- (1) year terms upon giving Contractor written notice of its intent to renew at least (90) days prior to the expiration of the current term ("Renewal Term"). Any Renewal Term shall be on the same terms and conditions of the Initial Term, including all payment and pricing provisions.
- 6. 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 Agreement resulting from this RFQ. This obligation shall survive the termination of this Agreement.
- 7. 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 approved by to Broward Health in writing prior to contract implementation.

Comprehensive General Liability	\$1 million per occurrence/\$3 million aggregate
Professional Liability (covering all employees)	\$1 million per occurrence/\$3 million aggregate
Professional Liability (covering Company, P.A., Inc. LLC)	\$1 million per occurrence/\$3 million aggregate
Employee Dishonesty	\$50,000
Worker Compensation	Statutory Limits
Automobile (owned, non-owned & leased)	\$1 million
Umbrella Liability	\$5 million
Builder's Risk (when applicable)	Project Value

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 prior written notice to the 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.

8. **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).
9. **Compliance with Law.** Contractor is familiar with and shall comply with all laws, ordinances and regulations applicable to the supplies, products, equipment, software or services furnished under this Agreement.
10. **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.

11. **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.

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

a) Neither Contractor nor Contractor's principals (as used herein, "principals" include any officer, director, employee, agent, contractor or any person or entity with any ownership interest in Contractor), nor the immediate family of Contractor or Contractor's principals 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 Chief Ethics Officer, in consultation with the Chief Compliance Officer and the Office of the General Counsel is 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 of Contractor's principals has 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 Contractor's principal'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 of Contractor's principals is undergoing any type of audit by a public or private auditing entity, and/or state or federal regulatory body for regulatory compliance issues.

d) Neither Contractor nor any of Contractor's principals has been or currently is under investigation by any public or private, state or federal regulatory body.

e) Neither Contractor nor any of Contractor's principals is or has been excluded, debarred, suspended, or 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 of Contractor's principals 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 of Contractor's principals further has received any information or notice, or become aware, by any means or methods, that Contractor nor any of Contractor's principals is the subject of any investigation or review regarding Contractor's or any of its principal's 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 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,

g) Contractor acknowledges and understands that the failure to comply with the foregoing constitutes a material breach of this Agreement.

13. 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 Arrangement must be included as part of its RFQ Response.

14. **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.

15. **Public Records Law. 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.

16. **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. Contractors shall be subject to all Broward Health obligations relating to compliance with confidentiality laws and the confidentiality of protected health information. Contractor acknowledges and agrees to comply with the requirements of Health Insurance Portability and Accountability Act ("HIPAA"), which are incorporated herein by reference and made a part of this contract, as if they were printed in full herein. Contractor shall not disclose protected health information to any other party without the prior consent of the patient. Contractor shall ensure that each affected employee of their company is trained in the substance and importance of complying with the HIPAA requirements mentioned above, including the duty to avoid viewing stored materials except as expressly necessary to carry out legitimate job duties.
17. **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.
18. **Attorney's Fees.** In connection with any litigation, mediation, special proceeding or other proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including any appeals and any post-judgment proceedings. 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.

19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **Mutual Representation of Authority.** Contractor and Broward Health represent and warrant to each other they have full right, power and authority to enter into this Agreement without the consent or approval, not already obtained. The signatory on behalf of Contractor and Broward Health further represents and warrants that they have full right, power and authority to act on behalf of Contractor and Broward Health in entering into and executing this Agreement.

27. **Limitation of Liability or Remedy.** Any provisions of this Agreement that tend to limit or eliminate the liability of Contractor or the remedies available at law or in equity to Broward Health shall have no application with respect to the warranties set forth herein.
28. **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.
29. **Entire Agreement.** This Agreement consists of (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.
30. **Inspection and Acceptance.** Inspection and acceptance of supplies, products, equipment, software or services to be furnished hereunder shall be made by representatives of Broward Health at a point of destination by the receiving facility. Unless a detailed technical inspection is necessary, this inspection will generally consist of a visual examination of the type, kind, quantity, damage, operability, packaging and marking.
31. **Pricing.** Contractor represents that the price charged to Broward Health for all purchases or services 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.
32. **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.
33. **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 the 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.

34. **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 the 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.
35. **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.
36. **Travel Expenses.** Any reimbursement 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.
37. **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.

SECTION VI: SIGNATURE AUTHORIZATION/SWORN STATEMENT AND RESPONSE 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: _____ PAYMENT TERMS: _____

NAME OF COMPANY: _____

ADDRESS: _____

CITY AND STATE: _____ ZIP _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

TITLE: _____

(PRINT/TYPE NAME) _____

CONTRACTOR SHALL INCLUDE WITH RESPONSE TO RFP:

1. Contractors must submit one (1) original and eight (8) copies of the sealed Specification Response with Contractor Name clearly printed on the front cover page of each submitted response. Additionally, Contractor shall submit two (2) complete responses on virus-free CD-ROM media with Contractor Name clearly labeled on each CD. USB drives cannot be accepted.
2. Contractor must submit one (1) original "Signature Authorization" Page, one (1) original "Vendor Certification Regarding Scrutinized Companies Lists" and proof of current liability insurance coverage.
3. Contractor must submit One (1) original Signed & notarized copy of "Sworn Statement" Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes.
4. 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 RFP Response. Both forms can be downloaded at <https://vendor.browardhealth.org/pages/current-opportunities>.
5. If contractor is asserting any exemption(s) from Chapter 119, Florida statutes, contractor must provide 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 37 of Section V for more detail.
6. If contractor is asserting any exemption(s) from Chapter 119, Florida statutes, in a separate sealed envelope, contractor must provide 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 37 of Section V 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:

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 bid 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

(Printed, typed or stamped)

My Commission Expires:

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

FROM _____

**BROWARD HEALTH
SUPPLY CHAIN SERVICES (BIDS DEPARTMENT)
1800 N.W. 49th STREET
FORT LAUDERDALE, FL 33309**

RFP RESPONSE:

() RFP SPECIFICATIONS ENCLOSED

RFP TITLE: TARGET MARKET - GENERAL AND TRADE CONTRACTING SERVICES

RETURN DATE: Prior to 3:00 P.M., Thursday, June 6, 2019

SECTION VII: SCOPE OF SERVICE/MINIMUM REQUIREMENTS/RESPONSE REQUIREMENTS

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 four 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 four 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 200 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.

There will be a Pre-Bidders Meeting, Wednesday, May 15, 2019 starting promptly at 2:00 P.M. EST, at Broward Health Corporate Offices 1700 NW 49th Street, Ft. Lauderdale, FL 33309 Suite 150. This meeting is intended to review the Scope of Work. Vendors/Contractors that will be attending the pre-bid meeting shall RSVP by sending an email to bids@browardhealth.org. Subject: RSVP –Pre-Bid Meeting General and Trade Contractors RFP.

1. SCOPE OF WORK

1.1. Broward Health seeks to award Contract(s) to qualified general, electrical, mechanical, plumbing, roofing, flooring, painting, low voltage, and elevator contractors to perform miscellaneous general, electrical, mechanical, plumbing, roofing, flooring, painting, low voltage, and elevator construction on an as-needed basis at various Broward Health System facilities over a three (3) year Base Period and up to two (2) one-year renewals. The Contracts are to be used for the accomplishment of repair, alteration, emergencies, construction, maintenance, rehabilitation, demolition and construction of infrastructure and buildings by means of individual purchase orders issued under the Contracts and related to discrete Projects as they are identified.

The Scope of Work for each project consists of functioning as the general contractor, and furnishing all management, materials, labor, equipment and incidental services necessary to complete projects which may include but are not limited to new general construction, repairs, renovations in Broward Health facilities. Work may also include, without limitation, all associated improvements and infrastructure required or related thereto, such as civil and site work, upgrades to mechanical, electrical, plumbing and fire protection systems, life safety upgrades, other ancillary work related to these projects including utilities, landscaping, lighting, walkways, parking, renovations/expansions to central energy systems, medical gas delivery systems, building automation, low voltage and communications systems, security and access control systems, ceiling systems, roofing assemblies and interior design upgrades. Any individual Project may include expansion of existing facilities and structures.

1.2. The Contracts will generally be utilized to accomplish small to medium-sized Projects (NTE \$250K per Job Order). The typical work is anticipated to include, but not be limited to, projects such as the following: interior renovation/modification of office space, lobbies, waiting areas, clinical spaces and patient care areas; interior painting; exterior window replacements and hardening; ADA compliant building and site modifications services; roof replacements; electrical upgrades and modifications; emergency generator replacements; mechanical and plumbing upgrades; chiller and cooling tower replacements; AHU and other miscellaneous HVAC equipment replacements; exterior lighting upgrades; parking lot resurfacing; low voltage data and wiring; elevator repairs; etc..., Broward Health makes no additional guarantee as to the minimum amount of work that will be awarded under the Contract.

2. OVERVIEW OF THE CONTRACT

2.1. Contractor will bid two (2) Hourly Rates. Both Hourly Rates are to be applied to a time and material agreement. Hourly Rates for Normal Working Hours will apply for performing lump sum proposals for general scope and intent of a Project.

A. An Hourly Rate (inclusive of Overhead & Profit) will apply for performing work during Normal Working Hours (7:00AM until 5:00PM Monday to Friday, except Holidays).

B. An Hourly Rate (inclusive of Overhead & Profit) will apply for performing work during all hours outside Normal Working Hours (between 5:00 pm until 7:00 am, Monday to Friday and any time Saturday, Sunday, and Holidays), including Emergency Requests. Emergency orders for services, critical to patient care, occasionally occur after business hours and require special handling.

Service Procedures

All service and repair work shall be performed by the Contractor's personnel that have been trained, certified, and are experienced in the operation and maintenance of the installed system.

When responding to an emergency service call, Contractor shall only perform those actions required to eliminate the emergency situation, as directed by Broward Health.

Contractor's response to a service call shall consist of problem diagnosis, repair and/or replacement of faulty components, and verification of the repair action. Contractor shall include all tasks which are required to restore the system to operational status or correct a failure that has occurred or is in the process of occurring, and may consist of repair, restoration, and/or replacement of components.

After the work is completed on a Time & Material call, the contractor will submit documentation with the following information:

- a. A description of the issue
- b. The name and contact information of the individual who initiated the call
- c. Date and time of the service call
- d. Date and time of arrival on site
- e. Parts inspected, tested, repaired, and/or replaced
- f. Description of how issue was resolved
- g. Status of the issue at the end of the visit if not resolved
- h. Date and time when issue was resolved
- i. Whether outside work-hour rates were authorized and used
- j. Time the Contractor's staff left the site
- k. Signature of the responsible Broward Health representative

Contractor shall secure and safeguard all security devices (including but not limited to ID badges, keys, access cards, etc.) which may be provided to it by Broward Health. A current Florida State ID is required to sign out badges, keys and access cards.

Contractor shall ensure that no employees of Contractor shall enter a prohibited area not authorized for access by Broward Health.

Preventive Maintenance

Contractor may be called to perform Preventative Maintenance activities at the direction of Broward Health Facility Services. The Contractor shall submit properly completed documentation describing all Preventive Maintenance work.

2.2. As projects are identified by Broward Health,

- A. Contractor will jointly scope the Work with Broward Health authorized representative (s) and provide a quote.
- B. Broward Health will engage Contractors for services on a Time & Material (T&M) basis.
- C. Broward Health will prepare a detailed Scope of Work and request a proposal from Contractor.

The Contractor will then prepare a quote/proposal for the Project including a Price Proposal, Progress Schedule, the product of any Incidental Scope Documentation Services, a list of proposed Subcontractors, as applicable and defined by Broward Health, and other requested documents. If all contents of the quote/proposal are found acceptable by Broward Health, a Purchase Order may be issued.

2.3. A separate Purchase Order will be issued for each Project (or portion thereof) prior to the commencement of any Work by the Contractor, except in a State of Emergency (as declared by Broward Health). Unforeseen/latent conditions, additions to and deletions from the Detailed Scope of Work will be addressed via Supplemental Job Orders / Change Orders.

2.4. Contractor Selection for Each Project

A. Job Order Contracting: Broward Health may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be in compliance with established Broward Health procedures and based on one or more of the following criteria.

- 1. Rotational selection among all Contractors, unless otherwise determined by Broward Health.
- 2. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
- 3. Balancing of work load (Job Order pricing and construction backlog) among Contractors.
- 4. Management of Job Order dollar volume within bonding limitations of the Contractor.
- 5. Not-To-Exceed bids (NTE Bid) submitted by two or more Contractors.
- 6. Contractor's responsiveness to Broward Health on Job Orders.
- 7. Other appropriate criteria as deemed in the best interest of Broward Health.

B. Broward Health may issue a Request for Quote (RFQ) to two or more Contractors for a Job Order. Selection of the Contractor and award of the Job Order will be in compliance with established Broward Health procedures. The Detailed Scope of Work will be developed by Broward Health personnel and included with the RFQ.

- 1. Broward Health reserves the right to utilize various bidding sites/methods on a Job Order by Job Order basis.
- 2. Broward Health will consider several factors when determining the applicability of the various bidding sites/methods of a Job Order including, but not limited to, the following:
 - i. Estimated Job Order Amount;
 - ii. Scope Documentation, including but not limited to A/E design;
 - iii. Nature and complexity of the Work;
 - iv. Contractors' abilities to self-perform the Work;
 - v. Contractors' proven capabilities on similar Work;
 - vi. Schedule; and
 - vii. Other appropriate criteria as deemed in the best interest of Broward Health
- 3. Broward Health will issue an Intent to Award to the Contractor submitting the NTE Bid that provides the best value to Broward Health based on, but not limited to, price and any technical factors considered.

4. Broward Health exercises its right to award a Job Order utilizing various bidding sites/methods. Collaboration between Contractors is specifically prohibited. Contractor collaboration undermines competition, and evidence of such will be considered a material breach of this Contract and grounds for termination for cause.

2.5 Contractor will be required to perform Work at any Broward Health owned or controlled facility, or portion thereof. It is anticipated that the Work will be distributed randomly among Broward Health campuses and facilities throughout Broward County and the Contractor will be required to perform Work at multiple sites simultaneously.

2.6 Responsiveness

A. Contractor shall have a primary point of contact (with email address and voice mail) where messages can be received. The Contractor should respond to the message within twenty-four (24) hours. Repeated failure to respond within the above timeframe shall, at the option of Broward Health result in termination of the Contract.

B. Broward Health has the option of declaring any Work to be an emergency. In the event of a natural disaster or other catastrophic event resulting in a State of Emergency (as declared by Broward Health), the Contractor, when so directed shall respond within three (3) hours of notification. Once the Contractor has been notified that Broward Health has an emergency situation, Work shall commence no later than twenty-four (24) hours from authorization and shall be performed diligently until all Work is completed.

2.7. All Work performed by the Contractor under this Contract shall meet all applicable federal, state and local laws, codes, ordinances and regulations, and the Contractor shall be required to obtain all required permits and inspections. Broward Health shall reimburse the Contractor for all permit fees.

3. CONTRACT SUMMARY TABLE

3.1. The following contracts are covered by this solicitation and are to be identified on all bid submission materials by the unique "Contract Identifier" indicated in Table 3.1 below.

Estimated Annual Contract Volume per Contract Identifier - \$250,000

Maximum Contract Duration (Years) – Three (3), with two (2) one year renewal options.

Maximum Not-To-Exceed Contract Value - \$750,000

Payment And Performance Bonding (Each) (may be waived on a case by case basis) - \$75,000

Table 3.1

CONTRACT IDENTIFIER	CONTRACT TYPE	MARKET	MINIMUM LICENSE REQUIREMENT	DESCRIPTION	PATIENT CARE AREA AND PROJECT EXPERIENCE REQUIRED
GC-01	General Contractor	Open Market	State CG and local RG	Unlimited General Contractor	Yes
GC-02	General Contractor	Tri-County SBE Certified	State CG and local RG	Unlimited General Contractor	Yes
GC-03	General Contractor	Tri-County SBE Certified	State CG and local RG	Unlimited General Contractor	No
GC-04	General Contractor	Tri-County SBE Certified	State CG and local RG	Unlimited General Contractor	No
GC-05	General Contractor	Tri-County SBE Certified	State CG and local RG	Unlimited General Contractor	No
EC - 06	Electrical Contractor	Open Market	State EC and local ER	Electrical Contractor	Yes
EC - 07	Electrical Contractor	Tri-County SBE Certified	State EC and local ER	Electrical Contractor	Yes
EC - 08	Electrical Contractor	Tri-County SBE Certified	State EC and local ER	Electrical Contractor	No
LV - 09	Low Voltage Vendor - Data	Open Market	State ES	Low Voltage Contractor / Limited Energy Systems	Yes
LV - 10	Low Voltage Vendor - Data	Tri-County SBE Certified	State ES	Low Voltage Contractor / Limited Energy Systems	Yes
LV - 11	Low Voltage Vendor - Data	Tri-County SBE Certified	State ES	Low Voltage Contractor / Limited Energy Systems	No
LV - 12	Low Voltage Vendor - Nurse Call	Open Market	State ES	Low Voltage Contractor / Limited Energy Systems	Yes
LV - 13	Low Voltage Vendor - Nurse Call	Tri-County SBE Certified	State ES	Low Voltage Contractor / Limited Energy Systems	Yes

LV - 14	Low Voltage Vendor - Nurse Call	Tri-County SBE Certified	State ES	Low Voltage Contractor / Limited Energy Systems	No
MC - 15	Mechanical Contractor	Open Market	State CA and local RA Class A and CM	Unlimited Class A Air-Conditioning Contractor and Unlimited Mechanical Contractor	Yes
MC - 16	Mechanical Contractor	Tri-County SBE Certified	State CA and local RA Class A and CM	Unlimited Class A Air-Conditioning Contractor and Unlimited Mechanical Contractor	Yes
MC - 17	Mechanical Contractor	Tri-County SBE Certified	State CA and local RA Class A and CM	Unlimited Class A Air-Conditioning Contractor and Unlimited Mechanical Contractor	No
MC - 18	Mechanical Contractor - Sheet Metal	Open Market	State license CS	Unlimited in the Sheet Metal Trade	Yes
MC - 19	Mechanical Contractor - Sheet Metal	Tri-County SBE Certified	State license CS	Unlimited in the Sheet Metal Trade	Yes
MC - 20	Mechanical Contractor - Sheet Metal	Tri-County SBE Certified	State license CS	Unlimited in the Sheet Metal Trade	No
PC-21	Plumbing Contractor - General	Open Market	State CF and local RF	Unlimited Plumbing Contractor - Installation and Repairs	Yes
PC-22	Plumbing Contractor - General	Tri-County SBE Certified	State CF and local RF	Unlimited Plumbing Contractor - Installation and Repairs	Yes
PC-23	Plumbing Contractor - General	Tri-County SBE Certified	State CF and local RF	Unlimited Plumbing Contractor - Installation and Repairs	No

PC-24	Plumbing Contractor - Med Gas	Open Market	State CF and local RF	Unlimited Plumbing Contractor - Installation, Repairs, Testing and certification	Yes
PC-25	Plumbing Contractor - Med Gas	Tri-County SBE Certified	State CF and local RF	Unlimited Plumbing Contractor - Installation, Repairs, Testing and certification	Yes
PC-26	Plumbing Contractor - Med Gas	Tri-County SBE Certified	State CF and local RF	Unlimited Plumbing Contractor - Installation, Repairs, Testing and certification	No
PC-27	MedGas Contractor - Preventive Maintenance	Open Market	State CF and local RF	Unlimited Plumbing Contractor - Repairs, Testing and certification	Yes
PC-28	MedGas Contractor - Preventive Maintenance	Tri-County SBE Certified	State CF and local RF	Unlimited Plumbing Contractor - Repairs, Testing and certification	Yes
PC-29	MedGas Contractor - Preventive Maintenance	Tri-County SBE Certified	State CF and local RF	Unlimited Plumbing Contractor - Repairs, Testing and certification	No
RC - 30	Roofing Contractor	Open Market	CC or RC	Unlimited Roof Contractor	No
RC - 31	Roofing Contractor	Tri-County SBE Certified	CC or RC	Unlimited Roof Contractor	No
RC - 32	Roofing Contractor	Tri-County SBE Certified	CC or RC	Unlimited Roof Contractor	No
PT - 33	Painting Contractors	Open Market	CG or RG or Broward County License Building Specialties / Painting	Unlimited Painting Contractor	Yes
PT - 34	Painting Contractors	Tri-County SBE Certified	CG or RG or Broward County License Building Specialties / Painting	Unlimited Painting Contractor	Yes

PT - 35	Painting Contractors	Tri-County SBE Certified	CG or RG or Broward County License Building Specialties / Painting	Unlimited Painting Contractor	No
FL - 36	Flooring Contractors	Open Market	CG or RG or Broward County License Building Specialties /Flooring	Unlimited Flooring Contractor	Yes
FL - 37	Flooring Contractors	Tri-County SBE Certified	CG or RG or Broward County License Building Specialties / Flooring	Unlimited Flooring Contractor	Yes
FL - 38	Flooring Contractors	Tri-County SBE Certified	CG or RG or Broward County License Building Specialties / Flooring	Unlimited Flooring Contractor	No
MW - 39	Millwork Contractors	Open Market	AWI Certification	Unlimited Millwork Contractor	No
MW - 40	Millwork Contractors	Tri-County SBE Certified	AWI Certification	Unlimited Millwork Contractor	No
MW - 41	Millwork Contractors	Tri-County SBE Certified	AWI Certification	Unlimited Millwork Contractor	No
CC - 42	Ceiling Contractors	Open Market	CG or RG or Broward County License Building Specialties /Acoustic Ceiling	Unlimited Ceiling Install/Repair Contractor	Yes
CC - 43	Ceiling Contractors	Tri-County SBE Certified	CG or RG or Broward County License Building Specialties / Acoustic Ceiling	Unlimited Ceiling Install/Repair Contractor	Yes
CC - 44	Ceiling Contractors	Tri-County SBE Certified	CG or RG or Broward County License Building Specialties / Acoustic Ceiling	Unlimited Ceiling Install/Repair Contractor	No
ELEV - 45	Elevator Contractors	Open Market	Florida Certificate of Competency for Elevator Mechanic and license ECO. in state of Florida	Unlimited Elevator Contractor - Hydraulic and Traction elevator systems	Yes
ELEV - 46	Elevator Contractors	Open Market	Florida Certificate of Competency for Elevator Mechanic and license ECO. in state of Florida	Unlimited Elevator Contractor - Hydraulic and Traction elevator systems	Yes

ELEV - 47	Elevator Contractors	Open Market	Florida Certificate of Competency for Elevator Mechanic and license ECO. in state of Florida	Unlimited Elevator Contractor - Hydraulic and Traction elevator systems	No
ELEV - 48	Elevator CAB Contractors	Open Market	Florida Certificate of Competency for Elevator Mechanic and license ECO. in state of Florida	Unlimited Elevator Contractor - Hydraulic and Traction elevator systems	Yes
ELEV - 49	Elevator CAB Contractors	Tri-County SBE Certified	Florida Certificate of Competency for Elevator Mechanic and license ECO. in state of Florida	Unlimited Elevator Contractor - Hydraulic and Traction elevator systems	Yes

3.2. This Request for Proposal contains thirty-one (31) contracts that are only for Contractors with a current and valid Tri-County SBE certification under the Broward Health Diverse Vendor program. These contracts are identified in the table above as Contract Identifier GC-02, GC-03, GC-04, GC-05, EC-07, EC-08, LV-10, LV-11, LV-13, LV-14, MC-16, MC-17, MC-19, MC-20, PC-22, PC-23, PC-25, PC-26, PC-28, PC-29, RC-31, RC-32, PT-34, PT-35, FL-37, FL-38, MW-40, MW-41, CC-43, CC-44, ELEV-49

3.3. Tri-County SBE certified firms may also bid on Open Market contracts provided they meet the minimum license requirement and have the required patient care and clinical area experience, as applicable.

4. CDV SUBCONTRACTING REQUIREMENTS - To be determined on a project by project basis.

4.1. Contractors awarded general construction contracts under open market competition must subcontract a minimum of 20% of the dollar value of the Contract to contractors that hold current (at the time of the subcontract) and valid CDV certifications under the Broward Health Diverse Vendor program. Failure to meet or exceed the 20% SBE-CONS subcontracting participation requirement during the Base Period or any Option Period thereafter on the cumulative dollar value of Job Orders issued under the Contract shall be considered a material breach of Contract, which shall result in no further Job Orders being issued to the Contractor, no execution of additional Option Periods and/or provide grounds for termination.

4.2. Broward Health encourages the “Open Market” Specialties/Trade Contractors (Electrical, Low Voltage, Mechanical, Plumbing, Roofing, Flooring, Elevator, and Painting) to include, when possible, the utilization of certified CDV subcontractors in the execution of the Work. The Specialties/Trade Contractors are encouraged to assume a mentoring role with certified CDV subcontractors to facilitate their growth through the transfer of knowledge and providing opportunities to gain practical experience.

4.3. Both estimated and actual certified CDV subcontracting participation will be tracked on every Job Order.

5. LICENSING REQUIREMENTS

5.1. Minimum licensing requirements apply to the Contracts covered under this solicitation as indicated in **Table 3.1**. Copies of the required minimum licenses issued by the State of Florida Construction Industry Licensing Board must be provided. **Failure to do so will result in the bid submittals being deemed non-responsive.** Both “certified” contractors

who are licensed to perform state-wide or “registered” contractors who are licensed to perform in Broward County meeting the minimum licensing requirement as set forth in **Table 3.1** are eligible to bid.

6. EXPERIENCE REQUIREMENTS

6.1. Patient Care Area Experience - All Bidders (Open Market and Tri-County SBE Certified vendors) applying for Contract Identifiers GC-01, GC-02, EC-06, EC-07, LV-09, LV-10, LV-12, LV-13, MC-15, MC-16, MC-18, MC-19, PC-21, PC-22, PC-24, PC-25, PC-27, PC-28, PT-33, PT-34, FL-36, FL-37, CC-42, CC-43, ELEV-45, ELEV-46, ELEV-48, ELEV-49, shall satisfy each of the patient care area experience requirements cited below. In order to be considered for award, Contractor must provide evidence of the following minimum requirements. **Failure to do so will result in the bid submittals being deemed non-responsible.**

- Contractor shall have a minimum of three (3) years of experience working in a hospital environment in applicable trade.
- Contractor shall have a minimum of three (3) successfully completed projects requiring AHCA review and certification and that demonstrate knowledge and experience of Class III ICRA precautions or higher in the past five (5) years.
- Should Contractor not possess the noted hospital patient care area experience, Contractor must provide resumes of their proposed Key Personnel with their bid submittal that indicate they do have the required experience and will be dedicated to Broward Health’s projects.

6.2. Non-Patient Care Area Experience - Contract Identifier GC-03, GC-04, GC-05, EC-08, LV-11, LV-14, MC-17, MC-20, PC-23, PC-26, PC-29, RC-30, RC-31, RC-32, PT-35, FL-38, MW-39, MW-40, MW-41, CC-44, ELEV-47, do not require patient care area experience. In order to be considered for award, Contractor must provide evidence of the following minimum requirements. **Failure to do so will result in the bid submittals being deemed non-responsible.**

- A minimum of three (3) years of experience in applicable trade.
- A minimum of three (3) successfully completed projects, within the last five years, of similar scope in general construction (GC), electrical construction (EC), Low voltage (LV), mechanical construction (MC), plumbing construction (PC), roofing construction (RC), painting construction (PT), flooring construction (FL), and elevator construction (ELEV) as appropriate to each contract identifier for which a Contractor has responded.

7. GENERAL

- Vendor must be able to supply security background information on all employees who will enter Broward Health Facilities.
- On each day that work is to be performed, employees of the selected vendors will present themselves at the security office upon entering the facility to obtain a visitors identification badge.
- On each day work is to be performed, employees of the selected vendors will present themselves at Facilities Management Office to notify mechanics of their arrival.
- Because the service contract for your company is based on expected future, Broward Health will set the contract levels for this service using the hourly rate information you provide in section F, “Pricing Proposal”, of the Response Requirements.

RESPONSE REQUIREMENTS

As stated in Section I.10, 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 RFP Response. Both forms can be downloaded at <https://vendor.browardhealth.org/pages/current-opportunities>.

Each Contractor must respond in the precise sequential order to each of the following line item requirements in this subsection. Inability to supply corporate documentation acceptable to Broward Health in the sequential order requested may result in rejection of the Response or registering a score of zero by the RFP committee member (s) for that section. Please submit proof of compliance/ documentation/plan/policy to the following subsections.

CONTRACT IDENTIFIERS –

Contractors must specify which contract identifier(s) they are submitting proposals for. Contractors may submit for more than one contract identifier, however **information must be provided relative to each trade.**

Contractors shall include a copy of the Contract Summary Table indicating which Contract Identifiers they are responding to (Excel Table provided separately).

A. DIVERSE VENDOR PARTICIPATION 10%

Refer to Section IV of the RFP document.

B. CORPORATE PROFILE 5%

1. Contractor shall provide a brief corporate profile including the name of company, amount of continuous years in business under company name, organizational detail of corporate structure, number of employees, location of principal office of service team and office designated for this engagement.
2. Contractor shall provide its annual reports and/or audited financial statements for the past three (3) fiscal years. Please indicate total new business at the end of each of the last three fiscal years, the number of clients that were 'lost' to other industry like vendors, and the average number of years each client has been using Contractor's services. For those firms unable to provide audited financial statements, please provide key financial data for the past three (3) fiscal years, including: gross revenues, net operating income or loss, total income or loss, current and long term assets, current and long term liabilities, days cash on hand, working capital ratio and debt service coverage ratio.
3. a. Contractor shall identify any judgments levied against your firm or bonding agency resulting from poor performance within the last five years. Describe the circumstances, status and outcome of all litigation from actions brought as a result of performance under prior or current contracts. Include subject matter, status and resolution.

b. Contractor shall provide all complaints filed against *your* firm with the State Department of Consumer Affairs, Better Business Bureau, or any other agency maintained for consumer protection within the last three (3) years. Provide the disposition on each.

c. Contractor shall provide a list of principal owners who have been the subject of a criminal or civil legal action? If yes, how was the matter resolved?

4. In the past five (5) years has your firm been named in any contract performance based litigation? If so, please describe the situation in detail.

5. In the past five (5) years has your firm been terminated from any project or contract? If so, please describe the situation in detail.

C. CONTRACTOR QUALIFICATIONS 20%

1. Contractor shall provide copies of the required minimum licenses issued by the State of Florida Construction Industry Licensing Board. License(s) must be current. **Provide in Bid Proposal under "Licenses" tab.**

2. Detail methodology or contractor's policy regarding 24x7x365 availability.

3. **Patient Care Experience Contractors** submitting for GC-01, GC-02, EC-06, EC-07, LV-09, LV-10, LV-12, LV-13, MC-15, MC-16, MC-18, MC-19, PC-21, PC-22, PC-24, PC-25, PC-27, PC-28, PT-33, PT-34, FL-36, FL-37, CC-42, CC-43, ELEV-39, ELEV-45, ELEV-46, ELEV-48, ELEV-49 shall:

a. Provide a list of all Florida Hospitals and Healthcare facilities worked in during the last five (5) years (include contact information for references, dates of service, and provide a description of the scope of work). **Note: (Demonstrate minimum experience of three (3) years in the applicable trade in a Hospital environment).**

b. Include detailed description for a minimum of three (3) successfully completed projects in the past five (5) years requiring AHCA review and certification and Class III (or higher) ICRA precautions or provide a subcontracting plan with companies that have such ICRA experience to meet this requirement. Should Respondent not possess the noted hospital patient care area experience, Contractor must provide resumes of proposed Key Personnel indicating they do have the required experience and will be dedicated to Broward Health's projects.

4. **Non-Patient Care Experience Contractors** submitting for GC-03, GC-04, GC-05, EC-08, LV-11, LV-14, MC-17, MC-20, PC-23, PC-26, PC-29, RC-30, RC-31, RC-32, PT-35, FL-38, MW-39, MW-40, MW-41, CC-44, ELEV-47 shall provide documentation supporting the following:

a. Provide a list of all facilities worked in during the last five (5) years (include contact information for references, dates of service, and a description of the scope of work). **Note: Demonstrate minimum experience of three (3) years in the applicable trade).**

b. Include detailed description for a minimum of three (3) projects of similar scope in the applicable trade(s) for which a Contractor is responding, that were successfully completed in the past five (5) years.

D. STRENGTH OF TEAM 30%

Provide an organizational chart of Proposed Team that states the number of staff employed in each function or department, accompanied by a narrative summary indicating the duties, functional responsibilities, licensures

and years of relevant experience in the respective trait for each individual on the chart. Include experience on similar projects and/or scopes of work in clinical and non-clinical areas.

Provide the names of the Key Personnel designated by the firm to assist in the various areas of required expertise and the qualifications of the individuals in those areas. If applicable, provide any additional personnel besides the Key Personnel that would oversee the Proposed Team's local office. Provide resume(s) for each to include Name and title, Responsibilities and roles, Educational background, Licensures, Professional registrations and/or memberships (if applicable), and experience and qualifications of individual personnel in providing construction or applicable trade services and relevant healthcare experience.

Describe Contractor's approach to project organization and management.

E. PRICING 35%

Broward Health is seeking best business alternatives that will result in a true cooperative business relationship between the successful Contractor and Broward Health. All features that are over and above the base requirements of this RFP should be separately listed with additional initial and/or maintenance cost shown for each. If no cost is listed, any such optional feature shall be without cost to Broward Health.

1. **Hourly Rate** (inclusive of Overhead & Profit) for **Normal Working Hours** to apply to work performed between 7:00 am and 5:00 pm, Monday through Friday, accept Holidays. **(60% of overall pricing score)**

2. **Hourly Rate** (inclusive of Overhead & Profit) for work performed **Outside Normal Working Hours** - between 5:00 pm until 7:00 am, Monday to Friday and any time Saturday, Sunday, and Holidays, including Emergency Requests. **(20% of overall pricing score)**
Emergency orders for services, critical to patient care, occasionally occur after business hours and require special handling.

3. **Percentage Markup for Materials. (20% of overall pricing score)**