



September 23, 2020

Subject: Request for Quotations (RFQ): COOLER HEATER EQUIPMENT RFQ

Dear Prospective Bidders,

North Broward Hospital District d/b/a Broward Health (Broward Health) is seeking quotations in response to the above-entitled RFQ. The RFQ is attached and contains detailed submission instructions. All required forms must be completed in their entirety and executed by an authorized representative.

All interested bidders should take careful note of the due dates, required submissions, and Supplier Diversity Enhancements. To the extent that there are any questions regarding this RFQ, such questions should be addressed in writing via email to the Bids Department at bids@browardhealth.org. No other Broward Health commissioner, officer, employee, or agent should be contacted regarding this RFQ. Any information that amends any portion of this RFQ, which is received by any methods other than an Addendum issued to the RFQ, is not binding to Broward Health.

Thank you for in advance for your interest in this RFQ and doing business with Broward Health.

Sincerely,

Jorge F. Hernandez
VP, Supply Chain Services/Chief Procurement Officer



**REQUEST FOR QUOTATIONS
FOR
COOLER HEATER EQUIPMENT RFQ**

RELEASE DATE: Wednesday, September 23, 2020

VENDOR INQUIRIES DUE: Prior to 12:00 PM Eastern Time (ET), Wednesday, September 30, 2020

RESPONSE DUE DATE: Prior to 3:00 PM ET, Monday, October 12, 2020

RFQ PUBLIC OPENING: 9:30 AM ET, Tuesday, October 13, 2020

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SECTION I. RFQ SUMMARY PAGE

The following RFQ Summary Page lists the relevant dates, required documents, submission requirements, any supplier diversity enhancements, and other relevant information pertaining to the RFQ. This RFQ Summary Page should not be used as a substitute for reading the instructions and requirements of this RFQ. All Bidders are required to read the instructions in their entirety, to submit all required documents (even if not mentioned on this RFQ Summary Page), and to be familiar with the RFQ process, legal requirements, and all issued addenda. To the extent something is not applicable to this RFQ, such section shall contain an “N/A” designation next to it or be left blank. Any references in the RFQ to this RFQ Summary Page shall also be a reference to the particular date, requirement, or specification provided in this RFQ Summary Page, as amended by applicable addenda.

Key Dates

EVENT	DATE
RFQ Release	Wednesday, September 23, 2020
Pre-Bidders Meeting	N/A
Vendor Inquiry Deadline	Prior to 12:00 PM ET, Wednesday, September 30, 2020
Response Due Date	3:00 PM ET, Monday, October 12, 2020
RFQ Public Opening	9:30 AM ET, Tuesday, October 13, 2020

Pre-Bidders Meeting/Site Visit

Pre-Bidders Meeting: Yes No

Mandatory: Yes No

Pre-Bidders Meeting/Site Visit Location:

N/A

RFQ Public Opening Location

Webex details will be posted at <https://vendor.browardhealth.org/pages/current-opportunities>.

Submissions

All responses shall adhere to the requirements in the “Response and Submission Instructions” section of this RFQ. Responses must be uploaded to the following link by the response due date and time provided in this Summary Page, as amended by applicable addenda:

<https://browardhealth.sharefile.com/r-ra8e623dedd54d59a>

Supplier Diversity Enhancement

Approved Supplier Diversity Enhancement: Yes No

If the foregoing checkbox indicates a Supplier Diversity Enhancement has been approved for this RFQ, then Broward Health Certified Diverse Vendors will qualify for Quote Price Tolerance of 5% (up to \$25,000). Refer to the section entitled “Supplier Diversity Enhancements and Certified Diverse Vendor Subcontractor Requirements” for additional details.

Certified Diverse Vendor Subcontracting Requirements

Certified Diverse Vendor Subcontracting Requirement: Yes No

If the foregoing checkbox indicates a Certified Diverse Vendor subcontracting requirement is required for this RFQ, then the awarded Contractor must utilize subcontractors that are Certified Diverse Vendors for at least

__% of the services/goods required under this RFQ. Refer to the section entitled “Supplier Diversity Enhancements and Certified Diverse Vendor Subcontractor Requirements” for additional details.

Term of an Awarded Contract

Initial Term of Contract	Up to 5 Years
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SECTION II. INTRODUCTION

North Broward Hospital District d/b/a Broward Health (“Broward Health”) is a Florida special taxing district that operates a not-for-profit health care delivery system serving the northern two-thirds of Broward County, Florida, and is headquartered in Fort Lauderdale, Florida. The operation and management of Broward Health is independent of county and municipal governments. The governing body of Broward Health is composed of seven members of its Board of Commissioners who are all appointed by the Governor of Florida.

Broward Health operates five (5) hospitals (with approximately 1,500 beds) and over forty (40) satellite facilities, which includes a home health and hospice agency, primary care clinics, and physician offices. Broward Health is one of the largest employers within Broward County with approximately 8,000 employees. Broward Health’s five hospitals are as follows:

- Broward Health Medical Center is a level 1 trauma center and acute care and teaching facility located in Fort Lauderdale, Florida with 716 beds;
- Broward Health North is a level 2 trauma and acute care facility located in Deerfield Beach, Florida with 409 beds;
- Broward Health Imperial Point is an acute care facility located in Fort Lauderdale, Florida with 204 beds;
- Broward Health Coral Springs is an acute care facility located in Coral Springs, Florida with 250 beds; and
- Salah Foundation Children’s Hospital is a 63-bed level 1 pediatric trauma center with a level 1 pediatric intensive care unit and level 3 neonatal intensive care unit located on the campus of Broward Health Medical Center in Fort Lauderdale, Florida.

Those persons or entities (“Bidder” or “Contractor”) wishing to bid to provide Broward Health the goods and/or services requested under this Request for Quotations (“RFQ”) should submit sealed responses (each, a “Response” and collectively, “Responses”) by the deadline noted in the RFQ Summary Page, as amended by applicable addenda, and in accordance with the instructions contained herein.

SECTION III. INFORMATION CONCERNING THE RFQ PROCESS

A. General Rules and Provisions Governing this RFQ

1. **Invitation to Negotiate:** The issuance of this RFQ constitutes only an invitation to submit an RFQ Response to Broward Health and for the awarded Bidder to negotiate the terms of a contract with Broward Health. Broward Health reserves the right to determine, in its sole discretion, whether any aspect of the RFQ Response satisfies the criteria established in this RFQ.
2. **Non-Mandatory & Discretionary:** No provision in the RFQ is intended as a mandatory restriction or a limitation on the lawful authority and discretion of Broward Health. Broward Health reserves the right to waive, at any time prior to the acceptance of an RFQ Response, any RFQ procedure or requirement that is not made mandatory under Florida law.
3. **Qualified Bidders:** Broward Health will consider all qualified Contractors that meet the requirements and specifications outlined in this RFQ.
4. **Request for Information:** Broward Health reserves the right to request additional clarifying information from Bidders after RFQ Responses are opened, but before entering into a contract with any Bidder, as may be determined necessary, in Broward Health’s sole and absolute discretion, to assist in the evaluation of any RFQ Responses timely submitted.
5. **Agreement to RFQ’s Terms:** Contractor’s submission of an RFQ Response shall constitute Contractor’s representation to Broward Health that the Contractor is familiar with and agrees to comply with the contents of this RFQ and the terms and conditions contained herein. Any changes to this RFQ’s terms are null and void and

without any force and effect unless otherwise explicitly agreed to by Broward Health in writing. Submitting a Response with changes to any terms of this RFQ may result in rejection of the Bidder's Response.

6. **Modifications:** Broward Health reserves the right, in its sole and absolute discretion, to change any of the terms and conditions of this RFQ at any time.
7. **Headings and Severability:** The headings contained in this RFQ are for reference purposes only and shall not affect in any way the meaning or interpretation of this RFQ. When the context requires, the gender of all words includes the masculine, feminine, and neuter, and the number of all words includes the singular and plural. If any provision of this RFQ is deemed to be invalid or unenforceable, the remainder of the terms of this RFQ shall be valid and enforceable.
8. **Non-Conformance and Rejections:** Broward Health reserves the right to accept or reject, in whole or in part, for any reason whatsoever, any or all RFQ Responses submitted. RFQ Responses that are not submitted on time and/or do not conform to Broward Health's requirements will not be considered.
9. **Irregularities:** Broward Health reserves the right to waive any formalities of or irregularities in the RFQ process.
10. **Withdrawals and Cancellations:** Broward Health reserves the right, in its sole and absolute discretion, to withdraw, postpone, or cancel this RFQ at any time, including after an award is made and contract negotiations have begun. Broward Health further reserves the right to re-advertise and reissue this RFQ, which may or may not be modified to meet the current needs of Broward Health.
11. **Site Visits and Presentations:** 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 in whole or in part upon the result of site visits or live presentations.
12. **General Description:** Broward Health understands that the supplies, products, equipment, software or services requested in this RFQ may vary from company to company in technique and material. All specifications set forth in this RFQ 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 RFQ Response will be disqualified from consideration where items offered by the Bidder 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 RFQ 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 differences 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.
13. **Disclaimer:** The issuance of this RFQ and the receipt of information in response to this RFQ shall not, in any way, cause Broward Health to incur any liability, financial or otherwise. Broward Health assumes no obligation to reimburse and shall have no liability to any Contractor for any costs, losses, or expenses incurred by Contractor in connection with submitting an RFQ Response or otherwise. Broward Health reserves the right to use the information contained in any Response in any manner Broward Health deems appropriate.
14. **No Benefit to Broward Health Employees and Officers:** 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, related to this RFQ. Additionally, no Broward Health employee or officer shall personally benefit monetarily or otherwise as a result of the execution of any contract related to this RFQ.
15. **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 within its General Administrative Policy Manual, Policy No. GA-001-015. As such, by submitting a Response to this RFQ, all Contractors acknowledge and agree to read and to abide by Broward Health's Conflict of Interest Policy, a copy of which is posted on the "Current Opportunities" page of Broward Health's vendor website and is incorporated herein by reference. 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 RFQ Response.

16. **Cone of Silence:** To ensure fair consideration for all Contractors, Broward Health prohibits communication to/or from any member of Broward Health's Board of Commissioners or any Broward Health official, department, division, or employee during the submission process, except as otherwise provided for herein. Additionally, Broward Health prohibits communications initiated by a Contractor to any Broward Health official, employee, or committee evaluating or considering the RFQ Responses ("Selection Committee") 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 and accurate evaluation of the RFQ shall be subject to the specific requirements of this RFQ and shall always be directed to bids@browardhealth.org. Communications initiated by a Contractor to any other Broward Health commissioner, officer, employee, or agent regarding this RFQ may be grounds for disqualifying the offending Contractor from consideration for an award of a contract and/or any future bids or responses from Contractor. Such decision to disqualify or prohibit Contractors from consideration for an award on this RFQ or on future projects shall be in Broward Health's sole and absolute discretion.
17. **Questions:** Questions during the bidding process regarding the RFQ process and protocol as well as technical questions regarding the scope of work should be directed via e-mail only to bids@browardhealth.org. Questions regarding the scope of work must be submitted by the Vendor Inquiry deadline as delineated on the RFQ Summary Page, as amended by applicable addenda.
18. **Tax-Exempt Status.** Broward Health is a tax-exempt entity (State Tax Exempt Certificate No 85-8012646292C-5) and is not obligated to and shall not pay sales, use or other similar taxes. If Broward Health is not exempt for a particular tax, it will reimburse Contractor for those taxes. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to Contractor's performance of this Agreement.
19. **Owner-Direct Purchases.** Because Broward Health is a tax-exempt entity, rather than reimburse a contractor for the costs of the materials or supplies, which would include sales tax, Broward Health may determine, in its sole and absolute discretion, it is in its best interest to use its tax-exempt status to purchase materials or supplies on its own directly from its own suppliers or from suppliers or subcontractors designated by an awarded Contractor. Contractor understands and agrees that in such event, Broward Health shall deduct from the awarded contract the cost of the materials and supplies and the amount of sales tax that would have been owed if the Contractor had made the purchase or the actual amount stipulated in the contract for such materials or supplies.
20. **Public Entity Crimes:** Section 287.133(2)(a), Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list created by Florida's Department of Management Services pursuant to section 287.133(3)(d). Contractor's Response shall include a verified certification that Contractor has not been placed on the convicted vendor list within the last thirty-six (36) months. Such certification form is attached to this RFQ and incorporated herein by reference.
21. **Scrutinized Companies:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. The foregoing prohibitions may be waived by Broward Health if

the company meets the conditions provided under section 287.135(4)(a), Florida Statutes, or if Broward Health makes a public finding that, absent such an exemption, Broward Health would be unable to obtain the goods or services for which this RFQ is offered. With its Response, Contractor shall, consistent with the requirements of section 287.135(5), certify that Contractor has not been placed on any of the foregoing lists and is authorized to bid on or submit a proposal in response to this RFQ and, if awarded, enter into a contract to provide the goods or services for which this RFQ is offered. Such certification form is attached to this RFQ and incorporated herein by reference.

22. **RFQ Awards:** Broward Health reserves the right to award the contract under this RFQ to a Contractor or Contractors based on a complete RFQ Response, on any portion of an RFQ Response, or on any particular items of an RFQ Response, as it deems to be in the best interests of Broward Health.
23. **RFQ Disputes, Administrative Remedy:** If a Contractor disputes any matter arising out of this RFQ or the RFQ process, including the award of the Contract, Contractor shall provide written notice of dispute to Broward Health's Vice President, Supply Chain/Chief Procurement Officer at bids@browardhealth.org, no later than (a) five (5) business days after this RFQ or any amendment/addendum to this RFQ is issued if protesting or challenging any of the terms or conditions of this RFQ or an amendment/addendum, or (b) five (5) business days after the date of Notice of Intent to Award is given by Broward Health if protesting or challenging an award. Failure of a Contractor to timely provide its written notice of dispute shall be deemed a waiver of the dispute by the Contractor. The written notice of dispute must: (1) adequately identify the solicitation or Contract number; (2) set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents; (3) provide a statement as to how the protestor is interested and aggrieved; and (4) state the relief requested. Within sixty (60) days from the date of receipt of the Contractor's written and timely dispute, the Vice President, Supply Chain Services/Chief Procurement Officer ("CPO") will render a written decision on the dispute and forward the decision to the Contractor pursuant to the terms of Broward Health's Master Procurement Code then in effect. A Contractor may appeal this decision by giving written notice of appeal to the Senior Vice President/Chief Financial Officer ("CFO") of Broward Health at bids@browardhealth.org, within five (5) business days after receipt of the CPO's written decision. The timely notice of appeal must: (1) adequately identify the solicitation or Contract number; (2) attach a copy of the decision being appealed as rendered by the CPO, or his or her designee; (3) set forth a detailed statement of the legal and factual grounds for the appeal; and (4) state the relief requested. The notice of appeal shall also be accompanied with copies of the Contractor's original notice of dispute 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 and the CPO's decision shall be considered final. The CFO shall render a written decision within ninety (90) days after receipt of the timely notice of appeal and forward the decision to the Contractor pursuant to the terms of Broward Health's Master Procurement Code then in effect. The CFO's written decision shall state the reasons for the decision, actions taken, if any, and shall be the final order on the protest. The burden in any protest or appeal pertaining to this RFQ is on the party filing the protest or appeal to establish that the intended action by Broward Health is materially contrary to Broward Health's governing statutes, its Charter, this Code, Broward Health's Policies and Procedures, or this RFQ's specifications. The standard of proof for such proceedings shall be whether the intended action by Broward Health would be clearly arbitrary or capricious. The institution and filing of an appeal, and obtaining a decision from the CFO thereon, is an administrative remedy to be satisfied as a condition precedent to the institution and filing of any civil action against Broward Health concerning the action or intended action by Broward Health.
24. **Broward Health Environmentally Preferred & Sustainable Procurement Practices:** 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 materials, 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, patient care, and safety. To aid our efforts to sustain the environment, Broward Health requests all Contractors 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.

25. **Access to Books and Records:** To the extent 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. § 1395x(v)(1)), until the expiration of four (4) 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 U.S. Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, any agreement, 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 a 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 of the U.S. Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of costs incurred by Broward Health by reason of the subcontract.

B. The RFQ Process

1. RFQ RELEASE

This RFQ Document and all supplemental documentation are available for download at <https://vendor.browardhealth.org/pages/current-opportunities>.

2. PRE-BIDDERS MEETING/SITE VISIT

To the extent applicable, a pre-bidders meeting/site visit (“Pre-Bidders Meeting”) may be held. To the extent a Pre-Bidders Meeting will be held, or to the extent that such Pre-Bidders Meeting is mandatory, it shall be so designated and take place at the date and time provided in the RFQ Summary Page, as amended by applicable addenda. A Pre-Bidders Meeting is intended to review the Scope of Work requested in this RFQ. Failure of a Bidder to attend a mandatory Pre-Bidders Meeting may result in rejection of the Bidder’s Response by Broward Health. Because subsequent Pre-Bidders Meetings may not be scheduled, Bidders may, but are not required to, bring subcontractors to the Pre-Bidders Meeting. If a Pre-Bidders Meeting is held, it is requested that Bidders who will be attending the Pre-Bidders Meeting RSVP no later than twenty-four (24) hours prior to the Pre-Bidders Meeting by sending an email to bids@browardhealth.org. Please put in the subject line: “RSVP – Pre-Bidders Meeting/Site Visit for [Project Name].” It is recommended that Bidders bring a copy of this RFQ document to the meeting.

3. VENDOR INQUIRY DEADLINE

Questions regarding the RFQ process and/or the Scope of Work must be sent via **email only** to bids@browardhealth.org. Questions regarding the Scope of Work must be sent no later than the Vendor Inquiry Deadline provided in the RFQ Summary Page, as amended by applicable addenda. Broward Health will provide a response to all timely-received questions regarding the Scope of Work via a written addendum to the RFQ that will be shared with all Bidders by posting such addendum at <https://vendor.browardhealth.org/pages/current-opportunities>. All addenda issued for this RFQ must be acknowledged by each Bidder via the Addendum Acknowledgement Form attached to this RFQ. If addenda are issued for this RFQ and the Bidder fails to submit the Addendum Acknowledgement Form with the Bidder’s Response, the Bidder will be contacted by the Bids Department and given two (2) business days to submit the Addendum Acknowledgement Form. Failure to submit the Addendum Acknowledgement Form when an addendum is issued or failure to acknowledge all addenda issued for this RFQ in the Addendum Acknowledgement Form may result in rejection of the Bidder’s Response.

Please see the “General Rules and Provisions Governing this RFQ” section for additional details regarding communications with Broward Health concerning this RFQ.

4. RESPONSE DUE DATE

RFQ Responses **must be received no later than** the Response Due Date provided in the RFQ Summary Page, as amended by applicable addenda. RFQ Responses which are not received by Broward Health's Bids Department by the Response Due Date as indicated in the RFQ Summary Page (unless amended via an addendum), for any reason whatsoever, will not be accepted or considered. Any disputes regarding timely receipt of an RFQ Response shall be decided in the favor of Broward Health.

5. RFQ PUBLIC OPENING

The RFQ Public Opening will be held on the date, time, and location specified on the RFQ Summary Page, as amended by applicable addenda. There is no Contractor participation during the RFQ Public Opening and attendance is not required.

6. EVALUATION AND SELECTION PROCESS

The evaluation and selection process is composed of the following two (2) parts:

i. *Evaluation and Ranking*

First, a committee, organized to evaluate and review RFQ Responses (the "Selection Committee"), shall review all timely submitted RFQ Responses with respect to completeness, accuracy, and content and determine which vendors are responsive and responsible. The Selection Committee will then rank the pool of qualified Bidders from the lowest bid quotation submitted to the highest bid quotation submitted, taking into consideration any adjustments for Quote Price Tolerance (see below in Section III.D.), and provide the results to the CPO for review.

ii. *Awards and Contract Negotiations*

Following the CPO's approval, contract negotiations will commence with the qualified Bidder(s) that submitted the lowest bid, to enter into a contract for the specified term, along with any renewals, indicated in the RFQ Summary Page. If Broward Health is unable to negotiate a satisfactory contract, for any reason, Broward Health shall formally terminate negotiations with the lowest qualified Bidder and shall then undertake negotiations with the next lowest qualified Bidder. If negotiations with the next lowest qualified Bidder should fail, then Broward Health reserves the exclusive right, at its own discretion, to repeat this process with the remaining Bidders. Should Broward Health be unable to negotiate a satisfactory contract with any of the Bidders, Broward Health shall, at its sole discretion, either cancel or withdraw this RFQ or select additional Bidders who submitted Responses and continue negotiations in accordance with this paragraph until an agreement is reached.

Broward Health reserves the right, in its sole and absolute discretion and for any or no reason, to reject all Responses and reissue (or not reissue) this RFQ.

C. Response and Submission Instructions

1. **Contractor Registration:** All Contractors must be a registered vendor with Broward Health in order for a Response to be considered and for the Contractor to contract with Broward Health. If a Contractor is not registered with Broward Health by the RFQ Public Opening Date, then any RFQ Response submitted by an unregistered Contractor will not be considered. Additionally, all subcontractors must be a registered vendor with Broward Health if Contractor intends to use such subcontractors to provide the services or goods requested under this RFQ. Registration must be completed in Broward Health's Vendor Registration System, which can be accessed via Broward Health's website at www.browardhealth.org/registration.

All questions regarding the Registration process should be directed to Vendor Relations at (954) 473-7289 or via email to vendorrelations@browardhealth.org.

2. **Responses:** Contractors must submit the requisite number of Responses indicated in the RFQ Summary Page with Contractor's name clearly printed on the front cover page. **A complete copy of the entire Response must be included as one document in PDF format.** *To the extent Contractor is asserting any exemptions under Florida's Public Records Laws to its Responses or any other materials provided or sent to Broward Health, Contractor shall*

provide such Responses and materials with redactions in the manner described in the section entitled "Important Notice Regarding Public Records," below.

3. **Complete Responses:** All submitted RFQ Responses must be complete. If the Conflict of Interest Questionnaire Form; Disclosure Form for Physician Ownership and Financial Arrangements; Sworn Certificate Under Section 287.133 of Florida Statutes, Public Entity Crime Provision; Vendor Certification Regarding Scrutinized Companies; Signature Authorization Form; and/or anything else are not included as part of the Response, Contractors will be advised and will be allowed two (2) business days to provide the missing documents. Should the Contractor not provide the documents within the two (2) business days provided, the RFQ Response shall be deemed incomplete and may not be accepted, unless waived by the Selection Committee for good cause.
4. **Response Submissions: Pages must be numbered.** Supplemental information may be attached to the Response but must be designated as such. Broward Health reserves the right to request additional clarifying information from Bidders after 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 Responses timely submitted.
5. **Delivery of Responses:** All RFQ Responses must be uploaded **no later than the Response Due Date specified on the RFQ Summary Page, as amended by applicable addenda.** RFQ 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 RFQ Response shall be decided in the favor of Broward Health.
6. **Modifications:** Under no circumstance may a Contractor modify an RFQ Response after the Response Due Date as noted in the RFQ Summary Page, as amended by applicable addenda.
7. **Acceptance of Terms and Conditions:** The submission of an RFQ Response shall constitute Contractor's representation to Broward Health that the Contractor is familiar with and agrees to comply with and be bound by the contents of this RFQ. By submitting a Response to this RFQ, Contractor agrees to accept, and is deemed to have accepted, Broward Health's General Terms and Conditions (as described more fully below) in their entirety without modification or exception and shall be bound to these General Terms and Conditions if awarded a contract under this RFQ. No modifications or exceptions to any of the RFQ's terms and conditions or Broward Health's General Terms and Conditions by Contractor shall be binding on Broward Health and any such modification or submission of additional terms with Contractor's Response will not be considered and may result in rejection of Contractor's Response. To the extent that the Bidder is awarded a contract and the Bidder submitted modifications or additional terms with the Bidder's Response, such modifications or additional terms shall be void ab initio and shall in no way become part of the final contract unless Broward Health otherwise explicitly agrees in writing.
8. **IMPORTANT NOTICE REGARDING PUBLIC RECORDS:** As a political subdivision of the State of Florida, Broward Health is subject to the Florida's Sunshine Law and Public Records Laws. As such, all materials received by Broward Health constitute public records under ch. 119, Florida Statutes ("Florida's Public Records Laws"). By submitting an RFQ Response, Contractor acknowledges that the materials submitted with the RFQ Response and the results of Broward Health's evaluation are open to public inspection upon request in accordance with Florida's Public Records Laws. Contractor should take special note of this as it relates to proprietary information that might be included in Contractor's RFQ Response and, if submitting any such proprietary information, ensure it complies with the redaction requirements of this section.

IF CONTRACTOR IS ASSERTING ANY PORTION OF ITS RESPONSE TO THE RFQ OR ANY OTHER MATERIALS SUBMITTED TO BROWARD HEALTH ARE EXEMPT OR CONFIDENTIAL AND EXEMPT FROM PUBLIC INSPECTION 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 OR PRODUCTION OF THE CONTRACTOR'S RESPONSE OR OTHER MATERIALS ("REDACTED MATERIALS"). WHEN SUBMITTING ITS REDACTED MATERIALS, CONTRACTOR MUST, CONSISTENT WITH FLORIDA LAW, LEAVE ANY PORTION NOT EXEMPT OR CONFIDENTIAL AND EXEMPT UNDER FLORIDA LAW UNREDACTED FOR PUBLIC INSPECTION. WHEN ASSERTING SUCH EXEMPTIONS, CONTRACTOR MUST SUBMIT ONE (1) HARD-COPY OF THE REDACTED MATERIALS AND ONE (1) CD CONTAINING THE REDACTED MATERIALS AND SUCH REDACTED MATERIALS MUST CLEARLY CONTAIN AND IDENTIFY THE CONTRACTOR'S NAME.

A FAILURE BY CONTRACTOR TO PREPARE AND LABEL THE EXEMPT OR CONFIDENTIAL AND EXEMPT PORTIONS OF ITS RFQ RESPONSE OR OTHER MATERIALS SUBMITTED TO BROWARD HEALTH IN THE MANNER SPECIFIED ABOVE (“UNREDACTED MATERIALS”) SHALL CONSTITUTE A COMPLETE 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 HEREBY AGREES TO WAIVE ANY CAUSE OF ACTION OR ANY 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 UNREDACTED MATERIALS PURSUANT TO A PUBLIC RECORDS REQUEST.

CONTRACTOR UNDERSTANDS AND AGREES THAT SHOULD BROWARD HEALTH DISAGREE THAT ANY OF CONTRACTOR’S REDACTIONS OF ITS REDACTED MATERIALS ARE EXEMPT OR CONFIDENTIAL AND EXEMPT UNDER FLORIDA LAW, WHETHER IN WHOLE OR PART (“DISPUTED SECTIONS”), BROWARD HEALTH RESERVES THE RIGHT TO RELEASE SUCH DISPUTED SECTIONS; PROVIDED, HOWEVER, IN SUCH EVENT, BROWARD HEALTH SHALL NOTIFY CONTRACTOR PRIOR TO RELEASING SUCH DISPUTED SECTIONS TO ENABLE CONTRACTOR TO TAKE PROPER LEGAL ACTION WITHIN A REASONABLE TIME. SHOULD CONTRACTOR FAIL, WITHIN A REASONABLE TIME, TO TAKE SUCH LEGAL ACTION PREVENTING SUCH DISCLOSURE, CONTRACTOR UNDERSTANDS AND 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 DISCLOSURE OF THE DISPUTED SECTIONS OF CONTRACTOR’S REDACTED MATERIALS. CONTRACTOR FURTHER UNDERSTANDS AND AGREES IF A PUBLIC RECORDS REQUESTOR FILES AN ACTION IN COURT OR ANOTHER VENUE OF COMPETENT JURISDICTION ARGUING THAT ANY REDACTED PORTION OF THE REDACTED MATERIALS IS NOT EXEMPT OR CONFIDENTIAL AND EXEMPT UNDER FLORIDA LAW, BROWARD HEALTH RESERVES THE RIGHT NOT TO DEFEND CONTRACTOR’S POSITION REGARDING SUCH REDACTIONS AND EXEMPTIONS; PROVIDED, HOWEVER, BROWARD HEALTH SHALL NOTIFY CONTRACTOR TO ENABLE CONTRACTOR TO TAKE PROPER LEGAL ACTION WITHIN A REASONABLE TIME. BY SUBMITTING THIS RESPONSE TO THE RFQ, 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 RESPONSE TO THE RFQ OR ANY OTHER MATERIALS OF CONTRACTOR WHICH HAS BEEN PREPARED AND LABELED AS EXEMPT OR CONFIDENTIAL AND EXEMPT FROM PUBLIC INSPECTION AND CONTRACTOR FURTHER AGREES TO INDEMNIFY BROWARD HEALTH FOR ANY ATTORNEY’S FEES AND COSTS IT MAY INCUR IN THE DEFENSE OF SUCH NONDISCLOSURE.

Contractor, by submitting a Response to this RFQ, agrees to be legally bound by the terms and conditions of this “Important Notice Regarding Public Records” section.

D. Supplier Diversity Enhancements and Certified Diverse Vendor Subcontractor Requirements

Broward Health is committed to ensuring the participation of Certified Diverse Vendors in its procurement of goods and services. Broward Health’s Certified Diverse Vendors include, without limitation, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) certified by one of Broward Health’s certification partners as detailed more fully below. Pursuant to this commitment, Broward Health, by an act of its Board of Commissioners, has adopted and implemented a Supplier Diversity Program. The provisions and guidelines of this Supplier Diversity Program are located in Broward Health’s General Administrative Policy No. GA-001-045 and is accordingly reflected in Broward Health’s Master Procurement Code. In accordance therewith, Broward Health, at its discretion, may apply a Supplier Diversity Enhancement to ensure the participation of Certified Diverse Vendors in the procurement process. To the extent a Supplier Diversity Enhancement Quote Price Tolerance has been approved for this RFQ, as determined consistent with the Supplier Diversity Policy, it shall be so designated in the RFQ Summary Page, as amended by applicable addenda.

1. QUOTE PRICE TOLERANCE

To the extent applicable, the RFQ Supplier Diversity Enhancement Quote Price Tolerance will be awarded to Bidders who are Broward Health Certified Diverse Vendors. A Quote Price Tolerance allows for a BH Certified Diverse Vendor to be awarded the low quote, if the lowest quote received by a Broward Health Certified Diverse Vendor is within the approved Quote Price Tolerance percentage of 5% (up to \$25,000) of the lowest acceptable bid.

Shown below is the Supplier Diversity Enhancement criteria:

- a. To be eligible for the Quote Price Tolerance Supplier Diversity Enhancement if offered for this RFQ, Certified Diverse Vendors **MUST** submit a copy of their Certified Diverse Vendor certification (“CDV Certification”) with their RFQ response. This CDV Certification must be from one of Broward Health’s approved CDV Certification partners which include the following:
 - 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, and Palm Beach Counties)
 - Florida State-wide Governmental Agencies – (e.g., City of Tampa, Leon County, etc.)
 - U.S. Small Business Administration (SBA) – 8(a) Business Development
 - SBA – HUBZone Small Business
 - SBA – Women-Owned Small Business
 - SBA – Service-Disabled Veteran-Owned Small Business
 - SDVOSB/VOSB – U.S. Department of Veterans Affairs – Service Disabled/Veteran-Owned Small Business
 - DBE – U.S. Department of Transportation – Disadvantage Business Enterprise

2. CERTIFIED DIVERSE VENDOR SUBCONTRACTING REQUIREMENT

This RFQ may contain a Certified Diverse Vendor subcontracting requirement for Non-Certified Diverse Vendors. To the extent this RFQ contains a Certified Diverse Vendor subcontracting requirement, it shall be noted in the RFQ Summary Page, as amended by applicable addenda. Contractors can obtain a list of Broward Health Certified Diverse Vendors for subcontracting via our online Certified Diverse Vendor Directory at the following URL: www.browardhealth.org/diversity. Should you have any questions regarding Broward Health’s Supplier Diversity Program, please contact the Office of Supplier Diversity (OSD) at 954-473-7205 or email Supplierdiversity@browardhealth.org. If a Certified Diverse Vendor subcontracting requirement is required pursuant to this RFQ, the following guidelines shall apply to any final contract negotiated between the parties.

- a. **Participation Percentage.** The Contractor agrees to utilize Certified Diverse Vendor subcontractor(s) (“CDV Subcontractor”) to perform no less than the percentage of subcontracting work indicated on the RFQ Summary Page, as amended by applicable addenda.
- b. **Subcontractor Registration.** All subcontractors utilized by the Contractor to perform any work requested in this RFQ must be a registered vendor with Broward Health. It is the Contractor’s responsibility to ensure that all subcontractors are properly registered with and approved by Broward Health prior to utilizing such subcontractor. Registration must be completed in Broward Health’s Vendor Registration System, which can be accessed via Broward Health’s website at www.browardhealth.org/registration.
- c. **List of Subcontractors.** No later than issuance of any Notice to Proceed or any Purchase Order, the awarded Contractor shall submit to Broward Health a list confirming the identity of the proposed CDV Subcontractor(s) that will be participating in the services and/or goods to be provided pursuant to this RFQ. The awarded Contractor shall specify the dollar amount for each CDV Subcontractor. Each proposed CDV Subcontractor must qualify as a Certified Diverse Vendor with one of Broward Health’s CDV Certification partners as indicated above. The awarded Contractor shall bind each and every CDV Subcontractor to the terms stated in the final contract and shall require the proper licensing of such CDV Subcontractor.

- d. **Subcontracts.** Within a reasonable time after issuance of any Notice to Proceed or any Purchase Order (not exceeding 30 days), the awarded Contractor shall submit to Broward Health a copy of all fully-executed subcontracts entered into to perform the services or provide the goods requested within this RFQ. Broward Health shall be notified of all subcontracts which may terminate during the Term of the awarded contract.
- e. **Monitoring CDV Utilization Report.** Along with the awarded Contractor's invoice and billing reconciliation report, the awarded Contractor shall also submit a Certified Diverse Vendor Utilization Report ("Utilization Report"). Such Utilization Report shall include the diversity status, the subcontract value and percent, current reporting period payments, payments made to date, and remaining payments to be paid to each CDV Subcontractor. The awarded Contractor shall utilize this Utilization Report to indicate the amount of monetary CDV Subcontractor participation. Further, the last Utilization Report submitted shall also set forth the total CDV Subcontractor participation that was achieved during the entire term of the awarded contract.
- f. **Liquidated Damages.** If the Contractor fails to comply with the Certified Diverse Vendor subcontracting requirement ("CDV Requirement") of this RFQ, such noncompliance shall be a default of the awarded contract and such default shall be considered a material breach of the awarded contract. Broward Health and the Contractor agree that if the actual total Certified Diverse Vendor participation ("CDV Participation") is less than the CDV Requirement percentage set forth in this RFQ, the actual damages for the non-compliance of CDV Participation will be impossible to determine. Accordingly, the Contractor shall pay to Broward Health an amount equal to the noncompliant subcontractor percentage of the aggregate cost of the contract, as fixed, agreed, and liquidated damages, which will be deducted from the next and/or final payment(s) due to the Contractor by Broward Health. Broward Health and Contractor agree that such liquidated damages are not a penalty and bear a reasonable relationship, and are not plainly nor grossly disproportionate, to the probable loss likely to be incurred in connection with not meeting the CDV Requirement. Both parties understand and agree that this liquidated damages clause is only applicable to breaches pertaining to not meeting the CDV Requirement and shall be the sole and exclusive remedy for such CDV Requirement breaches. Both parties further agree that such liquidated damages do not preclude nor limit Broward Health from any other rights, remedies, or damages available to it at law or in equity for any other default or breach of the awarded contract.

SECTION IV. BROWARD HEALTH'S GENERAL TERMS AND CONDITIONS

Unless otherwise explicitly stated below, the following terms and conditions are non-negotiable and shall apply to and become a part of any agreement or contract entered into as a result of this RFQ. By submitting a Response, the Contractor hereby accepts the following terms and conditions and agrees that such terms and conditions shall govern the relationship between Broward Health and the awarded Bidder during the duration of the awarded contract. Broward Health will consider incorporating any of Contractor's proposed terms and conditions provided they do not conflict with, alter, or modify any of the following terms and conditions. The term "Contractor" in this Section IV. shall mean the awarded Bidder of this RFQ.

1. **Tax-Exempt Status.** Broward Health is a tax-exempt entity (State Tax Exempt Certificate No 85-8012646292C-5) and is not obligated to pay sales, use or other similar taxes. If Broward Health is not exempt for a particular tax, it will reimburse Contractor for those taxes. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to Contractor's performance of this Agreement.
2. **Travel Expenses.** Reimbursement, if any, of travel expenses under this Agreement is subject at all times to Broward Health's published General Administration and Procedures Manual in effect. A copy will be provided to Contractor upon request.
3. **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 forty-five (45) days after receipt of an undisputed invoice, unless otherwise set forth in the Agreement. Notwithstanding the foregoing, any and all invoices shall be submitted no later than sixty (60) days following the month in which services or goods were provided by Contractor. Invoices submitted past sixty (60) days ("Overdue Invoices") shall be deemed waived, not be accepted by Broward Health, and Broward Health reserves the right not to pay any Overdue Invoices. All 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. All payment terms shall be subject to Florida's Local Government Prompt Payment Act, sections 218.70-218.80, Florida Statutes. Contractor shall submit an original invoice to Broward Health as outlined herein. Broward Health reserves the right to reject the invoice if it fails to adequately describe the services rendered, goods supplied, and/or travel expenses incurred by Contractor. In the event Broward Health rejects the invoice, Contractor shall submit a revised invoice within twenty (20) days of receiving the rejected invoice. An undisputed invoice shall be payable forty-five (45) days after receipt. Upon written notice to Contractor, payment may be withheld, in whole or in part, for Contractor's failure to comply with a term, condition or requirement of the Agreement. Thereafter, the withheld amount(s) shall be paid upon Contractor's satisfactory demonstration of compliance to Broward Health. All amounts paid by Broward Health to Contractor shall be subject to audit by Broward Health.

4. **Termination.** Unless a different length of time is otherwise agreed to by Contractor and Broward Health, Broward Health may terminate this Agreement without cause upon ninety (90) days written notice to Contractor. Further, this Agreement may be terminated by either party for cause. For purposes of this Agreement, "cause" shall mean any act or omission of either party which is contrary to the other's business interests, reputation, or good will, or for any material breach of this Agreement, and failure to cure such breach within fifteen (15) days following written notice of such breach. Notwithstanding the foregoing, if Broward Health seeks to terminate this Agreement for cause, and Broward Health determines in its sole discretion that the event giving rise to the "cause" determination cannot be remedied or cured, then no cure period will be provided and Broward Health may immediately terminate this Agreement without any cost, liability, penalty, or imposition of damages. In the event that this Agreement is terminated early for any reason, within thirty (30) days of the termination effective date, Contractor shall reimburse Broward Health for the unused portion of any advance payments made to Contractor by Broward Health in amounts that will be pro-rated. Upon the termination of this Agreement as provided herein, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination; and (ii) obligations, promises, and/or covenants contained herein, which are expressly made to extend beyond the term, including without limitation, indemnities and professional insurance coverage.
5. **Owner Direct Purchases.** Because Broward Health is a tax-exempt entity, rather than reimburse Contractor for the costs of the materials or supplies, which would include sales tax, Broward Health may determine, in its sole and absolute discretion, it is in its best interests to use its tax-exempt status to purchase materials or supplies on its own directly from its own suppliers or from suppliers or subcontractors designated by Contractor. Contractor understands and agrees that in such event, Broward Health shall deduct from the Agreement the cost of the materials and supplies and the amount of sales tax that would have been owed if Contractor had made the purchase or the actual amount stipulated in the Agreement for such materials or supplies.
6. **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 Contractor's most favored customer for comparable quantities under similar terms and conditions in addition to any discounts for prompt payment.
7. **Discounts.** In connection with any discount offered by 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. All such discounts shall comply with state and federal law including, but not limited to, the Anti-Kickback Statute safe harbors.
8. **Gratuities.** Broward Health, may by written notice to Contractor, terminate the right of 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 Contractor, or any agent or representative of 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.
9. **Compliance and Ethics Program.** Contractor acknowledges that Broward Health has adopted a program to facilitate its compliance with laws and regulations ("Compliance and Ethics Program"). Contractor agrees to participate in Broward Health's Compliance and Ethics Program including, but not limited to, adherence to the Code of Conduct and all applicable written policies, procedures and guidelines of Compliance and Ethics Program, all as may be amended from time to time. Such codes, policies, procedures, and guidelines are incorporated herein by reference and can be found on Broward Health's website at www.browardhealth.org.

- 10. Ownership, Financial & Conflict Forms.** To the extent applicable, all financial disclosures, conflict of interest forms, ownership disclosure forms, and other compliance documents submitted by Contractor to Broward Health within six (6) months of the Effective Date of the Agreement are hereby incorporated herein by reference. In the event any information listed in financial disclosures, conflict of interest forms, ownership disclosure forms, and/or other compliance documents submitted by Contractor to Broward Health creates an actual or perceived conflict of interest, such conflict will be reviewed and managed as appropriate given the scope of the Agreement. Failure to adhere to any agreed-upon management plan shall constitute a material breach of the Agreement
- 11. Compliance with Laws.** Contractor is familiar with and shall comply with all federal, state, and local laws, ordinances, rules and regulations applicable to the supplies, products, equipment, software or services furnished under or pursuant to this Agreement. The parties acknowledge that there is no obligation of Contractor or any of Contractor's Employees 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 Employees. The parties intend to comply with 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute"), 42 U.S.C. § 1395nn (the "Stark Law") and any other federal or state law provision governing fraud and abuse or self-referrals under federal or state health care programs, as such provisions may be amended from time to time. This Agreement shall 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 in accordance with such statutes and regulations.
- 12. Changes in Law.** In the event that there is a change in a statute, regulation or the application or interpretation thereof, or the adoption of new legislation which may otherwise make this Agreement illegal or unenforceable, the parties agree to use their best efforts to agree upon modifications to this Agreement which will make it legal and enforceable. If after using best efforts, the parties are unable to reach any such agreement, then either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event there is a change in a statute, regulation or the application of interpretation thereof, or the adoption of new legislation which materially affects Broward Health's health care delivery system, the parties agree to use their best efforts to agree upon modifications to this Agreement which will allow a health care delivery system by Broward Health, which is consistent with new trends and beneficial to the community. If, after using best efforts, the parties are unable to reach any such agreement, then either party may terminate this Agreement upon thirty (30) days written notice to the other party.
- 13. Access to Books and Records.** To the extent 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. § 1395x(v)(1), until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Contractor shall, upon receipt of a written request, make available to the Secretary of the U.S. 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 this Agreement. If Contractor carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a 12-month period, with another 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 of the U.S. Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of costs incurred by Broward Health by reason of the subcontract.
- 14. Equal Opportunity Employment.** Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants and employees are treated fairly during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but shall not be limited to the following: employment upgrading, demotion, or transfer; recruitment advertising; layoff or termination; and 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 C.F.R. Part 60).
- 15. 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.

- 16. Warranty and Indemnification.** Contractor warrants the performance of the services and/or the merchantability of the goods to be furnished hereunder and agrees to indemnify, hold harmless and defend Broward Health, and its agents, employees and servants, from any and all claims, demands, actions, costs, expenses (including reasonable attorney's fees), and judgments arising out of or in any way anyway connected with any negligence, wrongful acts or omissions of Contractor, or its agents, employees, or independent contractors in the goods furnished and the performance of Contractor's services, duties and obligations under this Agreement. If it becomes necessary for Broward Health to defend any action seeking to impose any such liability, Contractor will pay Broward Health all costs of court and reasonable attorneys' fees incurred by Broward Health in such defense, in addition to any other sums which Broward Health may be called upon to pay by reason of the entry of a judgment or decree against Broward Health in the litigation in which such claim is asserted. This obligation shall survive termination of this Agreement.
- 17. 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 coverage and limits. Any deviations from the limits and coverage may be negotiated but must be approved by Broward Health.

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 (only if vendor/contractor has access to assets)
Worker Compensation/Employer's Liability	Statutory Limits/\$1 million
Automobile (owned, non-owned & leased)	\$1 million
Umbrella Liability	\$5 million
Cyber Liability	\$5 million (only if vendor has any access to PHI/PII)

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 the final Agreement. All policies shall contain a provision that the insurer shall give Broward Health at least thirty (30) days written notice prior to cancelling, terminating, or reducing the amount of Contractor's insurance. Along with the RFQ Response, Contractor shall provide proof of insurance information or letter from insurance carrier that Contractor shall qualify for coverage prior to execution of an Agreement with Broward Health.

- 18. 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 Contractor shall be the responsibility of Contractor. In the event that such property is destroyed or declared a total loss, Contractor shall be responsible for the replacement value of the property at the current book value.
- 19. Contractor Warranties.** Contractor hereby represents and warrants to Broward Health that:
- Contractor and its directors, officers, employees, agents, and subcontractors performing services or obligations under the Agreement (collectively, "Employees") have not engaged in, and during the Term of this Agreement shall not engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. §§ 1320a-7, 1320a-7a, and 1320a-7b), the Stark Law (42 U.S.C. § 1395nn), and the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.
 - Neither Contractor nor its Employees performing services or obligations under this Agreement are or have been excluded, debarred, suspended, or has been otherwise determined to be, or identified as, ineligible to participate (including revocation of enrollment and billing privileges) in any Federal or State Health Care Program, including but not limited to, the Medicare and Medicaid Programs, nor has Contractor or any Employees received notice that he or she is to be excluded, debarred, suspended or otherwise determined to be, or identified as, ineligible to participate (including revocation of enrollment and billing privileges) in any Federal or State Health Care Program.

Neither Contractor nor any Employees further have received any information or notice, or has become aware, by any means or methods, that Contractor or any Employees are the subject of any investigation or review regarding Contractor's or any Employees' participation in any Federal or State Health Care Program or is subject to investigation related to his or her conduct as an employee of a public entity.

- c. Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Broward Health shall have the right to terminate this Agreement without liability, at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
 - d. Contractor shall provide the names and any other information requested by Broward Health of any and all Contractor's Employees and subcontractors who will be performing any services or obligations pursuant to this Agreement. Contractor's use of any Employee or subcontractor is subject to the prior written consent of Broward Health, in its sole discretion. All subcontractors must be registered in Broward Health's Vendor Registration System.
 - e. 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.
 - f. Contractor acknowledges and understands that the failure to comply with the foregoing constitutes a material breach of this Agreement and that Broward Health may determine, in its sole discretion, and notwithstanding any other provision of this Agreement to the contrary, that the material breach may not be able to be cured. In such event, Broward Health may immediately terminate this Agreement.
- 20. Records.** Contractor has been advised that Broward Health and all records created or received by Broward Health are subject to section 119.01, *et seq.*, Florida Statutes (the "Public Records Law") and section 286.001, *et seq.*, Florida Statutes (the "Sunshine Law") and Contractor agrees to maintain all records necessary to comply with the requirement of the Public Records Law and the Sunshine Law. Contractor further agrees to comply with all Broward Health Policies and Procedures in observing the requirement of these laws. In the event of a request for public records created or received pursuant to this Agreement, Contractor shall be solely responsible for any legal actions necessary to defend an assertion of a trade secret or other exemption from public records disclosure. Broward Health bears no responsibility regarding the confidentiality of any Contractor trade secret materials in Broward Health's possession other than the aforementioned. Furthermore, Broward Health is expressly not precluded from utilizing any Contractor trade secret for necessary operations, contracting, purchasing, and reporting to national pricing databases.
- 21. Public Records Law.** To the extent applicable, in order to comply with Florida's public records laws, 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 Public Records Custodian, provide Broward Health with a copy of any requested public records or provide the public with access to the requested public records to be inspected or copied within a reasonable time on the same terms and conditions that Broward Health would provide the records and 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. Upon completion of the Agreement, transfer, at no cost to Broward Health, all public records in possession of Contractor or keep and maintain public records required by Broward Health to perform the services required under the Agreement.
 - e. If Contractor transfers all public records to Broward Health upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
 - f. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all requirements for retaining public records pursuant to Florida laws and regulations and Broward Health's Policies and Procedures.

- g. All records stored electronically must be provided to Broward Health, upon request from Broward Health's Public Records Custodian, in a format that is compatible with the information technology systems of Broward Health.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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.

- 22. 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 Employees will not, disclose any of Broward Health Information to any person, firm or corporation without Broward Health's prior written consent except: (i) to authorized representatives of Broward Health or (ii) to Contractor's Employees who have a need to access such Broward Health Information to perform the services or furnish the products contemplated hereunder. Contractor shall be subject to all Broward Health obligations relating to compliance with confidentiality laws and the confidentiality of protected health information, as such term is defined under the HIPAA Privacy Rule ("PHI"). Contractor acknowledges and agrees to comply with the statutory and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), and the Florida Information Protection Act of 2014 ("FIPA"), all as amended from time to time, and all of which are incorporated herein by reference and made a part of this Agreement, as if they were printed in full herein. Contractor shall not disclose PHI to any other party unless otherwise permitted or required by the Agreement or as required by law. Contractor shall ensure that each of Contractor's Employees is properly trained in the substance and importance of complying with HIPAA, HITECH Act, and FIPA requirements mentioned above, including the duty to avoid viewing stored materials except as expressly necessary to carry out legitimate job duties. To the extent Broward Health discloses PHI to Contractor under this Agreement, Contractor shall execute a Business Associate Agreement in a form acceptable to Broward Health. To the extent that Broward Health discloses a Limited Data Set, as that term is defined under the HIPAA Privacy Rule, Contractor shall execute a Data Use Agreement in a form acceptable to Broward Health.
- 23. Florida Information Protection Act.** To the extent applicable, Contractor agrees and understands that the services and/or goods provided under the Agreement may consist, at least in part, of "customer records" that contain "personal information," as defined in the Florida Information Protection Act, section 501.171, Florida Statutes (the "Act"). Accordingly, as required by the Act, Contractor agrees to implement safeguards to protect customer records containing personal information, in whatever form retained and stored, from a breach of security. If customer records in Contractor's possession are breached in the manner set forth in the Act, Contractor shall immediately notify Broward Health as indicated herein, and Contractor shall work with Broward Health as required by the Act to assist in any of the following actions: (a) Investigate the alleged breach and determine if an actual breach has occurred, which may include the use of law enforcement officials as needed and as determined by Broward Health; (b) Provide notice to any and all consumers whose personal information has been breached; (c) Provide any and all other notices to governmental agencies that may be applicable under the Act, if a breach has reached a particular threshold as defined in the Act, which may include but is not limited to credit reporting agencies and the Florida Department of Legal Affairs; and (d) Ensure that Contractor's third-party agents are made aware of the Act and any requirements to comply with the Act, and require that those third-party agents that store customer records of Broward Health who also experience a breach notify Broward Health immediately, and work with Contractor and Broward Health as outlined in this section. The procedures specified herein shall not supersede any requirements specified by the Act. The provisions of the Act, as may be amended from time to time, shall prevail in the event of any conflict.
- 24. Payment Card Industry Data Security Standard.** To the extent applicable, should Contractor store, process or transmit payment cardholder data, Contractor is solely responsible, at its own cost, for complying at all times with

the most recent version of the Payment Card Industry Data Security Standard (“PCI DSS”) (a copy of which will be provided upon request), including without limitation, establishing its own secure network and/or server connection for such storage, processing and transmission of payment cardholder data. Contractor shall provide Broward Health with adequate documentation, including without limitation, from its bank or financial institution or merchant services provider, to confirm that its process meets and is compliant with the PCI DSS standards, and shall confirm continuing compliance upon request by Broward Health at any time during the Term of this Agreement. Should Contractor fail to maintain its compliance with the PCI DSS, such failure shall constitute an incurable material breach of this Agreement and entitle Broward Health to terminate this Agreement without prior notice. CONTRACTOR SHALL NOT ACCESS OR OTHERWISE ATTEMPT TO USE BROWARD HEALTH’S SERVERS OR COMPUTER NETWORK FACILITIES (INCLUDING WITHOUT LIMITATION WIRELESS NETWORKS) FOR STORING, PROCESSING OR TRANSMITTING CARDHOLDER DATA. Nothing in this Agreement shall obligate Broward Health to provide Contractor with access to any of Broward Health’s servers or computer network facilities, including without limitation wireless networks, and such access for storing, processing or transmitting cardholder data is strictly prohibited. Contractor acknowledges and understands that it will not be provided with sufficient access to Broward Health’s network and servers to perform the necessary testing to comply with PCI DSS, and therefore, Contractor should presume that any use of Broward Health’s network or servers for storing, processing or transmitting cardholder data will not be compliant with PCI DSS, and therefore, a breach of the requirements of this provision. Broward Health has the right to immediately terminate this Agreement, with no right to cure, should Contractor engage in any unauthorized use of Broward Health’s network facilities and/or servers or otherwise store, process or transmit cardholder data in a manner that fails to comply with the PCI DSS standards. Further, any such access by Contractor of Broward Health’s servers or computer network facilities may be considered by Broward Health as a violation of state and federal law, and Contractor acknowledges that Broward Health may advise appropriate agencies should it detect any unauthorized use of its network facilities and/or servers. Contractor’s indemnification and insurance requirements shall specifically include coverage for the benefit of Broward Health in the event any claims are asserted against Broward Health arising from or otherwise relating to Contractor’s storage, processing or transmitting cardholder data.

- 25. Terms and Conditions of the RFQ.** Contractor, by submitting a Response to Broward Health’s RFQ, agreed to all terms and conditions therein and confirmed that all representations were true and correct. All such terms and conditions and representations are hereby incorporated herein by reference and such terms and conditions include, without limitation, disclaimers of liability to Broward Health and its commissioners, officers, employees, and agents; Contractor’s responsibilities under the “Important Notice Regarding Public Records” section of the RFQ; and any Certified Diverse Vendor subcontracting requirements and penalties for noncompliance (if applicable). Any changes to any terms and conditions in the RFQ or in these General Terms and Conditions are null and void and without any force and effect unless otherwise explicitly agreed to by Broward Health in writing.
- 26. Independent Contractor.** It is expressly acknowledged by the parties hereto that 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 Contractor performs any services which are the subject of this Agreement.
- 27. Assignment and Subcontracts.** Contractor agrees not to enter into subcontracts, or assign, transfer, sublet, or otherwise dispose of this Agreement, convey Contractor’s obligations under this Agreement, or any or all of its right, title or interest herein, without Broward Health’s prior written consent and any such assignment without the prior written consent of Broward Health shall be void ab initio. 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 the Agreement, 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 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(s), duty or obligations arising from this Agreement. 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.

- 28. Sovereign Immunity.** Notwithstanding any contrary provision herein, the Parties hereto acknowledge that Broward Health, as a special taxing district of the State of Florida, enjoys the benefits of sovereign immunity, and nothing contained herein shall be construed as a waiver or limitation of such sovereign immunity. Whether such liability be in contract, tort, or other theory of liability, Broward Health's liability shall not be more than the limits established in section 768.28, Florida Statutes. All terms and provisions in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure Broward Health of the limitation on liability provided to political subdivisions of the State as established in Section 768.28, Florida Statutes, as amended. Nothing in the 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. Any provision in the 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 nor extend Broward Health's liability beyond the limits established in section 768.28, Florida Statutes, as amended.
- 29. 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. Contractor hereby agrees to waive any jurisdictional, venue or inconvenient forum objections to the state and federal courts with jurisdiction in Broward County.
- 30. 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. Notwithstanding the foregoing, Broward Health's liability for any 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.
- 31. Convicted Vendor List.** If Contractor has been placed on the convicted vendor list following a conviction for a public entity crime, as defined in section 287.133, Florida Statutes, Contractor may not contract with Broward Health (1) to provide any goods or services; (2) for the construction or repair of a building or other public work; and (3) for leases of real property. Further, if Contractor has been placed on the convicted vendor list following a conviction for a public entity crime, Contractor (1) may not perform work as a contractor, supplier, subcontractor, or consultant under any contract with Broward Health; and (2) may not transact any business with Broward Health in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- 32. Scrutinized Companies.** If it is found that Contractor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if the compensation provided to Contractor in this Agreement is in excess of One Million (\$1,000,000.00) Dollars and it is found that Contractor has submitted any false certifications to Broward Health while submitting a bid or proposal or prior to entering into or renewing this Agreement, or Contractor has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Contractor has engaged in any business operations in Cuba or Syria, Broward Health may terminate this Agreement immediately without cost, penalty or the imposition of liquidated damages. Contractor's certification as provided in Contractor's RFQ Response that it has not been placed on any of the foregoing lists and is authorized to enter into this Agreement with Broward Health is hereby incorporated herein by reference. Contractor shall recertify upon execution of the Agreement that it has not been placed on any of the foregoing lists and is authorized to enter into this Agreement with Broward Health.
- 33. 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.
- 34. 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.

- 35. Partial Invalidity and 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. 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.
- 36. Headings and Terms.** The headings to the various paragraphs herein 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.

SECTION V. SCOPE OF WORK

Broward Health Medical Center is currently seeking to replace our older cooler heater units and obtain additional units to be utilized with our Cardiovascular Service Line and the Extracorporeal Membrane Oxygenation (ECMO) / Transplant Units. It is imperative that the units require minimal testing, maintenance and culturing requirements on behalf of Broward Health.

SECTION VI. MINIMUM REQUIREMENTS

Please advise YES or NO on each requirement listed. Whether responding YES or NO, provide specifications for the proposed equipment on that requirement. Include a copy of the completed grid along with the RESPONSE REQUIREMENTS.

Requirements	YES/NO	Comments
Dual pump unit for heating and cooling during bypass for blood and cardioplegia		
Small ECMO units available		
Minimal daily testing requirements before use		

SECTION VII. SPECIFIC RESPONSE REQUIREMENTS

In addition to any other applicable response requirements otherwise noted in the instructions of this RFQ (e.g., Certified Diverse Vendor participation, etc.), Contractors must respond in the precise sequential order to each of the following line-item requirements in this Section. Inability to supply corporate documentation acceptable to Broward Health in the sequential order requested may, in Broward Health’s sole and absolute discretion, result in rejection of the Response. Please submit proof of compliance/documentation/plan/policy to the following subsections. Do NOT include hyperlinks as part of your response. Responses must include page numbers.

A. Supplier Diversity Enhancements

Please refer to the “Supplier Diversity Enhancements and Certified Diverse Vendor Subcontractor Requirements” section of this RFQ for more information regarding the submission requirements to receive Supplier Diversity Enhancements.

B. Corporate Profile / Proposed Solution

1. Contractor shall provide a brief corporate profile including amount of continuous years in business under the company’s name, organizational details of the company’s corporate structure, number of employees, and the location of the office designated for this engagement.
2. Contractor shall provide specifications of the units being offered:
 - i. Dual Pump Units
 - ii. Small ECMO Units
3. Contractor shall provide specifications of the following:
 - i. Any testing requirements before use. Specify if daily, or how often.
 - ii. Any cleaning/maintenance required. Specify if weekly/biweekly/monthly.
 - iii. Any culturing requirements. Specify how often.
 - iv. Special venting requirements for exhaust fans.

4. Contractor shall submit a list of hospitals to which goods/services similar to those requested in this RFQ have been provided. The list must include contact information and specific details of the services/goods provided to these clients. Please use the References Sheet included in this RFQ document.
5. Contractor shall identify any judgments levied against Contractor’s firm or bonding agency resulting from poor performance within the last five (5) 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.
6. Contractor shall provide all complaints within the last three (3) years filed against Contractor’s firm regarding proposed equipment with the State Department of Consumer Affairs, Better Business Bureau, or any other public or private agency created for oversight and consumer protection. Provide the disposition of each complaint.
7. Contractor shall provide a list of principal owners who have been the subject of any criminal or civil legal action. If there have been any legal actions, what were the circumstances of each legal action and how was each matter resolved?
8. Include any additional documentation desired on the equipment being offered.

C. Pricing Proposal

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

Provide an all-inclusive cost for **Equipment, Installation, Shipping, Training and One (1) Year Warranty** for the following units:

Equipment	Count	Price (each)	Total Price
ECMO/transplant units (small units)	Two (2)	\$	\$
Cardiac cooler heater units (larger units)	Three (3)	\$	\$
Specify any other costs			
GRAND TOTAL			\$

No additional costs will be accepted.

SECTION VIII. FORMS

Contractor shall include the original version of each of the following fully-completed forms as part of its original RFQ Response. Contractor shall also include all the below completed forms as part of Contractor’s electronic response.

- Signature Authorization Form
- Submission Checklist
- Sworn Certificate Under Section 287.133 of Florida Statutes, Public Entity Crime Provision
- Vendor Certification Regarding Scrutinized Companies
- Conflict of Interest Questionnaire Form (Vendors/Contractors/Subcontractor/Agents)
- Disclosure Form for Physician Ownership & Financial Arrangements
- References Sheet
- Addenda Acknowledgement

SIGNATURE AUTHORIZATION FORM

This signature authorization must be signed by an individual who has authority to bind the Contractor to the submitted Response. Please include the original Signature Authorization Form as part of your Original response.

By signing below, the Proposer acknowledges and agrees: (1) to use Broward Health’s contract template when entering into a final contract; (2) that all information contained in the Response is considered a public record as defined by the Florida’s Public Records Laws; (3) all responses, data and information contained in this Response are true and accurate; (4) to adhere to the requirements of this RFQ and to be bound by the section of this RFQ entitled “Broward Health’s General Terms and Conditions” if awarded a contract; and (5) any modifications of any terms of this RFQ or Broward Health’s General Terms and Conditions are null and void and without force and effect.

DATE: _____

NAME OF COMPANY: _____

ADDRESS: _____

CITY AND STATE: _____ ZIP _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

(PRINT/TYPE NAME) _____

TITLE: _____

RFQ & CONTRACTING MAIN CONTACT (If different from above). This person will receive all communications regarding RFQ process including addendums, scoring meeting notifications, etc.

NAME(S): _____

TITLE(S): _____

E-MAIL ADDRESS: _____

TELEPHONE: _____ FAX: _____

SUBMISSION CHECKLIST

The following checklist outlines certain critical requirements of this RFQ and all the forms that are required as part of this RFQ. Failure to adhere to the requirements of this RFQ and failure to submit the proper forms and documents may result in rejection of the bids, in Broward Health's sole and absolute discretion.

1. **Register in Broward Health's Vendor Registration System (VRS).** All Contractors and subcontractors must register and submit proper documentation in Broward Health's VRS if they wish to do business with Broward Health. The registration and submission of all required documents in VRS is required prior to submitting your bid and the registration and submission of all required documents by subcontractors in VRS is required prior to entering into a contract with Broward Health. To register, please go to browardhealth.org/registration. If you require assistance in completing the registration, please contact Broward Health Vendor Relations at (954) 473-7289.
2. **Read the *entire* document.** The requirements of Broward Health's RFQs change for each RFQ. Please make sure that you note critical items such as: contract requirements (Broward Health's General Terms and Conditions, Broward Health's contract template, project specifications, etc.), protection of trade secret and proprietary information in cases of public records requests, "shall" and "must" statements, required goods and services, submittal dates, and number of copies required, etc.
3. **Take note and be aware of important dates.** Take note of the Key Dates section of the RFQ Summary Page. All deadlines are final (unless amended via an addendum).
4. **Note the Bids Department's contact information.** The Bids Department is the single point of contact for this RFQ and is the only department/individuals with whom you are allowed to communicate regarding this RFQ.
5. **Participate in the Pre-Bidders Meeting/Site Visit if one is offered, even if not mandatory.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Bids Department of any ambiguities, inconsistencies, or errors in the RFP.
6. **Take advantage of the "Vendor Inquiry" period.** Submit all questions to the Bids Department by the date in the RFQ Summary Page, as amended by applicable addenda, and view the answers given in the formal addenda issued for the RFQ. All addenda issued for an RFQ will include questions asked and answered concerning this RFQ.
7. **Carefully review any addenda to the RFQ.** Before submitting your response, review any addenda issued in connection with this RFQ. All addenda will be posted on Broward Health's Vendor Website at <https://vendor.browardhealth.org/pages/current-opportunities>. If there were any addenda issued for this RFQ, you must submit an Addendum Acknowledgement form indicating you are aware of and read the addenda issued for the RFQ.
8. **Follow the format required by the RFQ when preparing your response.** Provide point-by-point responses to all evaluation criteria in a clear and concise manner but with enough detail for your response to be adequately evaluated. Responses are evaluated solely on the information and materials provided in your response. Also, make sure that responses are properly tabbed, bound, and have page numbers as indicated in the RFQ.
9. **Response to the RFQ.** Read and respond to all requirements. Don't assume Broward Health or the members of the RFQ Committee will know what your company's capabilities are or what goods or services you can provide, even if you have previously contracted with Broward Health. The responses are evaluated solely on the information and materials provided in your response. To that end, make sure all of the following sections, to the extent required under this RFQ, are filled out legibly, completely, and in a detailed manner.
 - a. Documentation for Supplier Diversity Enhancements (if applicable)
 - b. Corporate Profile / Proposed Solution
 - c. Pricing Proposal

10. **Submit all required forms.** Make sure you submit all of the following forms and complete them in their entirety.
- a. Signature Authorization Form
 - b. Sworn Certificate under Section 287.133 of Florida Statutes, Public Entity Crime Provision
 - c. Vendor Certification Regarding Scrutinized Companies
 - d. Conflict of Interest Questionnaire Form (Vendors/Contractors/Subcontractor/Agents)
 - e. Disclosure Form for Physician Ownership & Financial Arrangements
 - f. References Sheet
 - g. Addendum Acknowledgement
 - h. Identification Label Placed on Outside of Sealed Response Container
11. **Submit your response on time.** Note the date and time listed on the front page of the RFQ and the RFQ Summary Page (or any amendment/addendum as applicable) and be sure to submit all required items on time. Late responses will not be accepted and will be returned, unopened.

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

STATE OF _____

COUNTY _____

("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, 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 thirty-six (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 thirty-six (36) months, Contractor or its affiliate has been removed from the List pursuant to Section 287.133(3)(f), Florida Statutes.

5. Contractor acknowledges that North Broward Hospital District is a public entity as defined in Section 287.133(1)(f), 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 misrepresentations therein.

[SIGNATURE PAGE FOLLOWS]

CONTRACTOR:

By: _____

Name: _____

Title: _____

Name of Company: _____

ACKNOWLEDGMENT

State of _____

County of _____

The foregoing instrument was sworn to and subscribed before me this ____ Day of _____, 20____
by _____ (Name of Person) in his/her capacity as
_____ (Type of Authority, e.g., Officer, Trustee, Attorney-in-Fact) of
_____ (Name of Business Entity), _____ who is personally known to me or _____
who has produced _____ (Type of Identification Produced) as identification, and who
did take an oath.

Signature of Notary Public_____
Printed Name
(Printed, Typed, or Stamped)

My Commission Expires:

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES

Vendor Name: _____ Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Email Address: _____

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

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

*Signature of Authorized Representative_____
*Name and Title of Authorized Representative

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

CONFLICT OF INTEREST QUESTIONNAIRE FORM VENDORS/CONTRACTORS/SUBCONTRACTOR/AGENTS

1. Outside Interests (Other than investments) - e.g., holding a position as officer, partner, director, proprietor or otherwise in any business entity which to the best of my knowledge does business with, or competes with, the North Broward Hospital District.

PLEASE CHECK APPLICABLE: **None** **Disclosure (explain below)**

2. Investments - Having a material interest (including the direct or indirect ownership of the assets or equity of a business entity) in any business entity which to the best of my knowledge does business with or competes with the North Broward Hospital District, or where the opportunity for personal gain is materially increased due to the relationship of the District with the business entity in which there is a material interest.

PLEASE CHECK APPLICABLE: **None** **Disclosure (explain below)**

3. Outside Activities - e.g., rendering services (including directive, managerial, or consultative) to any business entity doing business, or competing with the North Broward Hospital District.

PLEASE CHECK APPLICABLE: **None** **Disclosure (explain below)**

4. Inside Information - e.g., using or disclosing information relating to the North Broward Hospital District's business, not available to members of the general public and gained by reason of declarant's affiliation with the North Broward Hospital District, for the personal gain or benefit of the declarant.

PLEASE CHECK APPLICABLE: **None** **Disclosure (explain below)**

I have read the referenced resolution regarding disclosure of conflict of interest, and agree to abide by the provisions thereof. **I acknowledge that the disclosure of conflicts of interest or potential conflicts is an ongoing obligation and further agree to disclose any changes to these answers. I further acknowledge that a failure to disclose or to resolve conflicts is a violation of the Code of Conduct and Ethics of the Commissioners of the North Broward Hospital District.** I have disclosed to the best of my knowledge any potential conflict of interest in the comment's section (above) or have attached additional documents. I understand that my deliberate failure to make a full disclosure of any potential conflict of interest may constitute cause for the immediate termination of all Agreements.

Date

Signature

Print Name & Title

Business Name

BROWARD HEALTH DISCLOSURE FORM FOR PHYSICIAN OWNERSHIP & FINANCIAL ARRANGEMENTS

In order to ensure that Broward Health complies with federal and state laws concerning financial arrangements between physicians and entities that provide certain health care services, we require all physicians, vendors, and contractors to provide us with the following information.

For purposes of answering these questions, the following definitions apply:

Broward Health means all Broward Health-affiliated entities including, but not limited to, hospitals, ambulatory surgery centers, home health centers, hospices, home health agencies, physician practices, outpatient imaging centers, service centers, joint ventures and all Broward Health departments, groups, and divisions.

Broward Health Regions/Facilities or Affiliates include but are not limited to the following:

- Broward Health Medical Center
- Broward Health Coral Springs
- Broward Health Imperial Point
- Broward Health North
- Broward Health Community Health Services
- Broward Health Gold Coast Home Health & Hospice
- Broward Health Weston including Urgent Care Centers
- Broward Health Physician Group
- Children's Diagnostic & Treatment Center
- Broward Health Foundation
- Best Choice Plus

Immediate family member means the following individuals: 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.

Ownership or investment interest includes an interest held through equity, debt, or other means. An ownership or investment interest includes, but is not limited to, stock, stock options (excluding stock options that have not been exercised or convertible securities that have not been converted to equity), partnership shares, limited liability company memberships, as well as loans, bonds, or other secured financial instruments.

Physician means a doctor of medicine or osteopathy, a doctor of dental surgery or dental medicine, a doctor of podiatric medicine, a doctor of optometry, or a chiropractor. The term physician also includes a group practice of two or more physicians who practice medicine through a single entity, who have a common trade name, or who practice at the same location.

No.	Question	Yes	No
1	Do you or any immediate family member have a direct or indirect ownership or investment interest in any entities that provide health care services to a Broward Health Region/Facility or Affiliate? (This includes an ownership or investment interest in a company that holds some ownership or investment interest in any entity that furnishes health care services.)		
2	Do you have an immediate family member who is employed by, contracted with, or does business with Broward Health?		
3	Are you involved with a company owned in whole or part by a physician (or an immediate family member of a physician) who may refer patients or treat patients at a Broward Health Region/Facility or Affiliate?		
4	Are you involved with a company owned in whole or part by any person (other than a physician or an immediate family member of a physician) who may refer patients to a Broward Health Region/Facility or Affiliate?		
5	Are you involved with a company that employs or contracts with a physician (or an immediate family member of a physician) who may refer patients or treat patients at a Broward Health Region/Facility or Affiliate?		

Please provide additional detail for each question you have responded to with “Yes,” including a description of your involvement with the company or entity:

I represent that the answers provided herein are truthful and accurate as of the date of my signature below. I agree to immediately notify the Region/Facility of any changes in the above-disclosed information.

Physician/Vendor/Contractor Signature

Date

Print Name & Title

Company Name

REFERENCES SHEET**Reference No. 1:**

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Dates and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Dates and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Dates and Type of Service(s) Provided: _____

ADDENDA ACKNOWLEDGEMENT

Complete below as applicable.

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

Additional Addenda (please attach additional pages as necessary)

Print Name: _____ Title: _____

Company's Name: _____

Address: _____

City / State / Zip: _____

Authorized Signature: _____ Date: _____

All addenda issued for this RFQ must be acknowledged by each Bidder via the Addendum Acknowledgement Form attached to this RFQ. If addenda are issued for this RFQ and the Bidder fails to submit the Addendum Acknowledgement Form with the Bidder's Response, the Bidder will be contacted by the Bids Department and given two (2) business days to submit the Addendum Acknowledgement Form. Failure to submit the Addendum Acknowledgement Form when an addendum is issued or failure to acknowledge all addenda issued for this RFQ in the Addendum Acknowledgement Form may result in rejection of the Bidder's Response.