

**FIRE EXTINGUISHER CERTIFICATION,
CHARGING, REPLACEMENT & REPAIR SERVICES**

REQUEST FOR PROPOSAL

RELEASE DATE: Monday, July 22, 2019
VENDOR INQUIRIES DUE: Prior to 12:00 P.M. EST, Monday, July 29, 2019
DUE DATE: Prior to 3:00 P.M. EST, Wednesday, August 7, 2019
RFP OPENING: 9:30 A.M. EST, Thursday, August 8, 2019

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**BROWARD HEALTH
REQUEST FOR PROPOSAL**

SECTION I: INSTRUCTIONS FOR SUBMITTING A RESPONSE

1. North Broward Hospital District d/b/a Broward Health (Broward Health) will receive sealed responses ("Response[s]") to this Request for Proposal ("RFP") from persons or entities who wish to provide Fire Extinguisher Certification, Charging, Replacement & Repair Services ("Contractor"). **Contractors must submit one (1) original and seven (7) copies of the sealed Specification Response with Contractor Name clearly printed on the front cover page of each submitted response. Additionally, Contractor shall submit two (2) complete responses on virus-free CD-ROM media with Contractor Name clearly labeled on each CD. Electronic version must be a precise match to hard copy submitted. USB drives cannot be accepted.**

IF CONTRACTOR IS ASSERTING ANY EXEMPTION(S) FROM CHAPTER 119, FLORIDA STATUTES, CONTRACTOR MUST SUBMIT ONE (1) REDACTED COMPLETE RESPONSE WITH THE FLORIDA STATUTORY BASIS FOR REDACTIONS ON VIRUS-FREE CD-ROM MEDIA WITH CONTRACTOR NAME CLEARLY LABELED ON CD. SEE CLAUSE 38 OF SECTION V FOR MORE DETAIL.

IF CONTRACTOR IS ASSERTING ANY EXEMPTION(S) FROM CHAPTER 119, FLORIDA STATUTES, IN A SEPARATE SEALED ENVELOPE, CONTRACTOR MUST SUBMIT ONE (1) HARD-COPY REDACTED COMPLETE RESPONSE WITH THE FLORIDA STATUTORY BASIS FOR REDACTIONS WITH CONTRACTOR NAME CLEARLY PRINTED ON THE FRONT COVER PAGE OF THE REDACTED RESPONSE. SEE CLAUSE 38 OF SECTION V FOR MORE DETAIL.

2. RFP Responses may be delivered in person, by registered mail, by U.S. mail or overnight delivery. All RFP Responses must be directed to Broward Health Corporate Office - Bids Department, 1800 NW 49th Street, Ft. Lauderdale, FL 33309. All RFP Responses must arrive **no later than 3:00 P.M. EST, Wednesday, August 7, 2019**. If submitting an RFP Response by mail, Contractors must allow sufficient time for mailing. If submitting an RFP Response by registered mail, the registered certification card will be returned to the Contractor acknowledging receipt of the RFP Response only if requested.
3. RFP Responses received after the closing time and date, for any reason whatsoever, will not be accepted or considered. Any disputes regarding timely receipt of an RFP Response shall be decided in the favor of Broward Health.
4. Contractors responding to this RFP may return your RFP response including the correct number of copies by placing your response (s) into a sealed container utilizing the suggested RFP identification label in this formal RFP. Please complete required information on the mailing label, complete company name and address in the upper left hand corner, check the appropriate block on the lower left corner indicating a "RFP RESPONSE ENCLOSED".
5. All submitted RFP Responses must be complete. If Conflict of Interest or Physician Ownership Disclosure forms and/or CD-ROMS are not included as part of the response, Contractor's will be advised and will be allowed 48 business hours to provide the missing documents. Should the Contractor not provide the documents within the 48 hours provided, the RFP Response shall be deemed incomplete and not acceptable. Supplemental information may be attached to the RFP Response, but must be designated as such. Broward Health reserves the right to request additional clarifying information from Bidders after RFP Responses are opened but before entering into a contract with any Bidder as may be determined to be necessary, in Broward Health's sole and absolute discretion, to assist in the evaluation of any RFP Responses timely submitted.
6. Under no circumstance may a Contractor modify a Response after **3:00 P.M. EST, Wednesday, August 7, 2019**.

7. Broward Health understands that the supplies, products, equipment, software or services requested in this RFP may vary from company to company in technique and material. All specifications set forth in this RFP are to be considered and construed as a general description of function, purpose and performance of the items desired. Any use of brand names or catalog numbers in the specifications is intended only as a description of the type of product and does not restrict bidding to any endorsed product. No RFP Response will be disqualified from consideration where items offered by the Contractor are substantially equivalent in quality, purpose and standards, even though it does not correspond exactly to the description contained in the specifications. Where differences exist, they shall be separately identified in an addendum to the RFP Response with a specific and concise explanation of what differences exist and why such differences do not substantially deviate from the quality, purpose and standards of the items specified. Further data on such difference shall be provided if requested. The items and sizes shown on specification sheets are estimated requirements. Actual purchases may be more or less than quantities shown on specifications, but only the actual quantities required will be purchased.
8. Broward Health will consider qualified Contractors that can meet the requirements and specifications outlined in this RFP.
9. **Broward Health Employees and Officers not to Benefit** - No Broward Health employee or officer shall have any ownership or monetary interest in, share in the benefits of, or be a part of any contract, either directly or indirectly pursuant to this RFP. Additionally, no Broward Health employee or officer shall personally benefit monetarily or otherwise as a result of the execution of any contract related to this RFP.
10. **Conflict of Interest and Ownership Disclosure** - There shall be no dealings between any Contractor and Broward Health that might be construed as a conflict of interest. All Contractors shall provide Broward Health with any and all information pertaining to any dealings with Broward Health that might be construed as a conflict of interest. Broward Health has adopted, implemented and codified its Conflict of Interest Policy, which is codified in its General Administrative Policy No. GA-001-015, and is reflected in its procurement code. As such, all Contractors acknowledge and agree to read and to abide by Broward Health's Conflict of Interest Policy, a copy of which shall be provided as part of this Request for Proposal. Furthermore, Contractor shall include fully completed copies of Broward Health's Conflict of Interest Questionnaire and Disclosure Agreement forms as well as Broward Health's Disclosure Form for Physician Ownership and Financial Arrangements as part of its RFP Response.
11. **Broward Health Environmentally Preferred & Sustainable Procurement Practices (EPSP) –** Broward Health is committed to the protection of the environment and providing a safe and healthy environment for our employees, patients and visitors. Recognizing the challenge to reduce the environmental footprint, Broward Health understands its responsibility to minimize waste, to use less toxic products, to improve occupational and patient health, and to reduce the use of hazardous material, while maintaining tight control on expenses and improving community relations. Being a good environmental steward does not end with Broward Health, but also applies to our vendors, as we recognize our impact as a major procurer of goods and services. Broward Health shall consider "green / sustainability initiatives" in its vendor solicitation and selection processes, whenever feasible, supporting environmentally responsible products and services that do not compromise existing sourcing practices and patient care and safety. To aid our efforts to sustain the environment, Broward Health requests all vendors to provide information on their company's Green / Sustainability / Environmental Protection Policy, Practices and Products. This would include products and services whose environmental impacts have been considered and found to be less damaging to the environment and human health, when compared to competing products and services.
12. **Broward Health Supplier Diversity Program** - Broward Health (BH) is committed to ensuring the participation of Certified Diverse Vendors (CDV) in its procurement of goods and services. Broward Health's Certified Diverse Vendors include Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) approved by one of BH's certification partners.

Pursuant to this commitment, Broward Health, by an act of its Board of Commissioners, has adopted and implemented a Supplier Diversity Program; the provisions for which are coded in its General

Administrative Policy No. GA-001-045 and reflected in its Procurement Code. In accordance therewith, Broward Health, at its discretion, applies certain Diverse Vendor Enhancements to ensure the participation of BH Certified Diverse Vendors in the procurement process. Per the Supplier Diversity policy, a Diverse Vendor Enhancement of **20** evaluation points - RFP Scoring Criteria has been approved for this RFP.

We highly encourage all of our business partners to join with us in our commitment to increase certified diverse vendor participation, by utilizing Broward Health's Certified Diverse Vendors, as sub-contractors, sub-consultants and 2nd Tier vendors. Prime Vendors/Consultants/Contractors can obtain a list of BH Certified Diverse Vendors for sub-contracting via our online Certified Diverse Vendor Directory at www.browardhealth.org/diversity. Any questions, please contact the Office of Supplier Diversity (OSD) at 954-473-7289.

13. **Contractor Registration** - Contractor must be a registered vendor with Broward Health in order to contract with Broward Health. If a Contractor is not registered with Broward Health by the RFP Opening Date, then any RFP Response submitted by an unregistered Contractor will not be considered. Registration can be accessed via Broward Health's website at <https://vendor.browardhealth.org/pages/vendor-registration-and-certification>.

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

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

Questions regarding the Scope of Service must be sent prior to 12:00 P.M. EST, July 29, 2019. Broward Health will provide a response to all timely received questions regarding Scope of Services via a single written addendum to the RFP will be posted on the Broward Health website.

15. The submission of an RFP Response shall constitute Contractor's representation to Broward Health that the Contractor is familiar with and agrees to comply with the contents of this RFP.
16. As a political subdivision, Broward Health is subject to the Florida Sunshine Act and Public Records Law. By submitting an RFP Response, Contractor acknowledges that the materials submitted with the RFP Response and the results of Broward Health's evaluation are open to public inspection upon proper request in accordance with Chapter 119, Florida Statutes. Contractor should take special note of this as it relates to proprietary information that might be included in its RFP Response.
17. Access to Books and Records – As applicable, under the Omnibus Reconciliation Act of 1980 and in accordance with 42 C.F.R. 420.300 et. Seq. and with Section 1981 of the Social Security Act (42 U.S.C. 1395 x (v) (1), until the expiration of four years after the furnishing of services pursuant to any agreement, Contractor shall, upon receipt of a written request, make available to the Secretary of the Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, any agreement, and books, documents and records of Contractor that are necessary to certify the nature and extent of costs incurred by Broward Health under any agreement. If Contractor carries out any of the duties of any agreement through a subcontract with a value or cost of \$10,000 or more over a 12-month period, with related organization, such subcontract shall contain a clause to the effect that until the expiration after furnishing of such services pursuant to such subcontract, the related organization upon receipt of a written request, shall make available to the secretary, comptroller general, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of costs incurred by Broward Health by reason of the subcontract.
18. PUBLIC ENTITY CRIMES: Section 287.133(2)(a) of the Florida Statutes states that a person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a

Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list. Contractor's Response should include a verified certification that it has not been placed on the State's convicted Contractor list within the last 36 months. Please complete "Sworn Statement," Section of RFP document.

19. Any person or affiliate, both as defined in section 287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime, as defined in section 287.133, Florida Statutes, may not submit a bid, proposal, or reply to Broward Health on a contract to provide any goods or services, for the construction or repair of a building or other public work, nor for leases of real property; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under any contract with Broward Health; and may not transact business with Broward Health in excess of Thirty-Five Thousand (\$35,000.00) Dollars for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
20. RFP Responses will be opened in a Public RFP Opening at the Broward Health Corporate Office, 1800 NW 49th Street, Ft. Lauderdale, FL 33309 beginning at **9:30 A.M. EST, Thursday, August 8, 2019.**

SECTION II: INFORMATION CONCERNING THE RFP PROCESS

1. This Request for Proposal (RFP) invites qualified firms to submit a proposal for consideration by Broward Health to provide Fire Extinguisher Certification, Charging, Replacement, & Repair Services to Broward Health.
2. Broward Health RFP Committee will review all timely submitted Responses with respect to completeness, accuracy and content, at a public scoring/evaluation meeting that will be held at a subsequent time; the particular dates, times and location will be noticed 72 hours prior to the public scoring meeting on the Broward Health "Sunshine Board" located on the first floor of the Broward Health Corporate Office, 1800 NW 49th Street, Ft. Lauderdale, Florida, 33309. The evaluation criteria are more fully set forth in Section III below. Broward Health RFP Committee will then score and rank the Contractors and submit the ranking to Vice President of Supply Chain Services for approval. Upon approval, Broward Health will then negotiate a contract with the highest ranked Contractor. If Broward Health is unable to negotiate a satisfactory contract for any reason, Broward Health shall formally terminate negotiations with the highest ranked Contractor. Broward Health shall then undertake negotiations with the second highest Contractor. Failing to negotiate a satisfactory contract with the second highest ranked Contractor, Broward Health shall again formally terminate negotiation and shall undertake negotiations with the third highest Contractor. Should Broward Health be unable to negotiate a satisfactory contract with any of the ranked Contractors, Broward Health shall either cancel or withdraw this RFP or select additional Contractors who submitted Responses in the order of their scoring and continue negotiations in accordance with this paragraph until an agreement is reached.
3. The issuance of this RFP constitutes only an invitation to submit a RFP Response to Broward Health. Broward Health reserves the right to determine, in its sole discretion, whether any aspect of the RFP Response satisfies the criteria established in this RFP.
4. No provision in the RFP is intended as a mandatory restriction or a limitation on the lawful authority and discretion of Broward Health. Broward Health reserves the right to waive, at any time prior to the acceptance of an RFP Response, any RFP procedure or requirement that is not made mandatory by statute.
5. The issuance of this RFP and the receipt of information in response to this document shall not, in any way, cause Broward Health to incur any liability, financial or otherwise. Broward Health assumes no obligation to reimburse and shall have no liability to any Contractor for any costs, losses or expenses incurred by Contractor in connection with submitting an RFP Response or otherwise. Broward Health reserves the right to use the information contained in any Response in any manner deemed appropriate.
6. Broward Health reserves the right, in its sole and absolute discretion, to change any of the terms and conditions of this RFP at any time.
7. Broward Health reserves the right to accept or reject, in whole or in part, for any reason whatsoever any or all RFP Responses submitted. RFP Responses that are not submitted on time and/or do not conform to Broward Health's requirements will not be considered.
8. Broward Health reserves the right to award the contract under this RFP to a Contractor based on the complete RFP Response, on any portion of the RFP Response, or on any particular items of the RFP Response, as it deems to be in the best interest of Broward Health.
9. Broward Health reserves the right, in its sole and absolute discretion, to withdraw, postpone or cancel this RFP at any time, including after an award is made and contract negotiation have begun. Broward Health further reserves the right to re-advertise this RFP, which may be also be modified to meet the current needs of Broward Health.
10. Broward Health reserves the right to waive any formalities of or irregularities in the RFP process.
11. **RFP Disputes, Administrative Remedy** - If a Contractor disputes any matter arising out of this RFP or the RFP process, including the award of the Contract, Contractor shall provide written notice of dispute to the Vice President of Supply Chain Services at 1800 NW 49 Street, Ft. Lauderdale, FL 33309 within five (5)

business days after the issue arises or the Contract is awarded. Failure of a Contractor to timely provide its written notice of dispute shall be deemed a waiver of the dispute by the Contractor. Within ten (10) business days from the date of receipt of the Contractor's dispute, the Vice President of Supply Chain Services will render a written decision on the dispute and forward the decision to the Contractor via the appropriate chain of command. A Contractor may appeal this decision by giving written notice of appeal to the Senior Vice President/Chief Financial Officer of Broward Health at 1800 NW 49 Street, Ft. Lauderdale, FL 33309 within five (5) business days after receipt of the Vice President of Supply Chain Services written decision. The notice of appeal shall be accompanied with copies of the Contractor's notice of dispute, the Vice President of Supply Chain Services written decision and any other documents the Contractor requests to be considered. Failure of a Contractor to timely give written notice of appeal shall be deemed a waiver of the appeal by the Contractor. The Senior Vice President/Chief Financial Officer of Broward Health shall render a written decision within five (5) business days after receipt of the notice of appeal. This decision shall be a final order on the RFP dispute. Until a final order is entered under this administrative remedy procedure, Contractor shall not be entitled to institute an action contesting this RFP, the RFP process, or the Contract award.

12. **Disclaimer** – Broward Health reserves the right to conduct site visits to Contractor's business location(s) and/or may request that Contractor participate in live presentations. The selection of a contractor may be based wholly or in part upon the result of site visits or live presentations.
13. **Cone of Silence** - To ensure fair consideration for all Contractors, Broward Health prohibits communication to/or with any member of the Broward Health Board of Commissioners, Broward Health official, any department, division or employee during the submission process, except as otherwise provided for herein. Additionally, Broward Health prohibits communications initiated by a Contractor to the Broward Health official or employee evaluating or considering the RFP proposals prior to the time an award decision has been made. Any communication between a Contractor and Broward Health in order to obtain information or clarification needed to develop a proper, accurate evaluation of the RFP shall be subject to and shall be in compliance with Section I, article 14, set forth above. Communications initiated by a Contractor to anyone other than those permitted individuals shall be grounds for disqualifying the offending Contractor from consideration for award of the proposal and/or any future proposal.

SECTION III: SELECTION PROCESS AND CRITERIA AND KEY DATES

A. SELECTION PROCESS AND CRITERIA

1. Part A - Evaluation Process

The RFP Committee shall review all RFP Responses received by **prior to 3:00 P.M. EST, Wednesday, August 7, 2019** with respect to completeness, accuracy and content. The Committee shall then evaluate and score (rank) the RFP Responses based upon the following criteria:

<u>Criteria</u>	<u>Percentage Weight</u>
• Diverse Vendor Participation	20%
• Corporate Profile / Performance Standards	20%
• Approach Specific To Broward Health	20%
• Pricing Proposal	40%
Total	100%

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

The Vice President of Supply Chain Services submits results and recommendation of RFP scoring committee and the Sourcing Manager to Broward Health Senior Vice President/Chief Financial Officer or designee for approval. The process will then follow the process outlined in Section II, article 2, until a satisfactory contract is reached.

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

B. RFP PROCESS KEY DATES

1. **RFP Advertisement and Submission Date.**

- a. **Monday, July 22, 2019** - Copies of the RFP will be available. RFP will be available on web page <https://vendor.browardhealth.org/pages/current-opportunities> .
- b. Vendor Inquiry Deadline: **Prior to 12:00 P.M. EST, July 29, 2019.**
- c. **Prior to 3:00 P.M. EST, Wednesday, August 7, 2019**– RFP Responses must be received.
- c. **9:30 A.M. EST, Thursday, August 8, 2019** - Public RFP Opening to be held in Broward Health Corporate Office, Corporate Resource & Materials Management 1800 NW 49th Street, Ft. Lauderdale, Florida, 33309.

2. **Evaluation Process**

Responses shall be evaluated and ranked. Upon completion of the Evaluation Process, the scores for each Contractor will be calculated mathematically. The final ranking for each Contractor will be based upon the combined totals of all committee members' scores, as detailed in this RFP.

SECTION IV: DIVERSE VENDOR PARTICIPATION

Broward Health is committed to ensuring the participation of Certified Diverse Vendors (CDV) in its procurement of goods and services. Broward Health's Certified Diverse Vendors include SBEs, MBEs, and WBEs approved by one of Broward Health's certification partners.

Pursuant to this commitment, Broward Health, by an act of its Board of Commissioners, has adopted and implemented a Supplier Diversity Program; the provisions for which are coded in its General Administrative Policy No. GA-001-045 and reflected in its Procurement Code. In accordance therewith, Broward Health, at its discretion, applies certain Supplier Diversity Enhancements to ensure the participation of BH Certified Diverse Vendors in the procurement process. Per the Supplier Diversity policy, a Supplier Diversity Enhancement of **20** evaluation points - RFP Scoring Criteria has been approved for this RFP.

We highly encourage all of our business partners to join with us in our commitment to increase certified diverse vendor participation, by utilizing Broward Health's Certified Diverse Vendors, as sub-contractors, sub-consultants and 2nd Tier vendors. Prime Vendors/Consultants/Contractors can obtain a list of Broward Health Certified Diverse Vendors for sub-contracting via our online Certified Diverse Vendor Directory at <https://www.browardhealth.org/pages/diversity>. Any questions, please contact the Office of Supplier Diversity (OSD) at 954-473-7289.

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

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

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

- 2) Evaluation points will be awarded to Non-Certified Diverse Vendors, who respond in *specific detail* to the following:

- a. Solicitation - Explain how your company solicits, invites, and encourages SBE/MBE/WBE participation in your company's procurement of goods and services. Include relevant sections of your company's policies and procedures on procurement of goods and services with diverse vendors. Documentation MUST be submitted with the RFP response to receive the full evaluation points assigned to this section.

- b. Planned Utilization – Provide a description of the planned utilization of Broward Health's Certified Diverse Vendors, as sub-contractors. Please include the type of work, dollar value, and percentage of work to be performed by the Certified Diverse Vendor(s) on this RFP. Documentation of planned utilization MUST be submitted with the RFP response to receive the full evaluation points assigned to this section.

- c. Past Utilization – Please provide documentation / reports of your company's past utilization of SBEs/MBEs/WBEs on prior projects/contracts. Documentation of past utilization MUST be submitted with the RFP response to receive the full evaluation points assigned to this section.

SECTION V: BROWARD HEALTH GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to and become a part of any agreement entered as a result of this RFP process. Broward Health will consider incorporating any of Contractor's proposed terms and conditions if they do not conflict with, alter or modify any of the following terms and conditions.

- 1. Termination for Default.** If either party defaults in its performance under this Agreement and does not cure the default within 30 days after written notice of default from the non-defaulting party, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party without penalty and without any further liability after the date of termination. Notwithstanding the foregoing, if Broward Health seeks to terminate this Agreement for Contractor's default, and Broward Health determines in its sole discretion that the event giving rise to the default cannot be remedied or cured, then no cure period will be provided and Broward Health may immediately terminate this Agreement without penalty and without any further liability. In the event that this Agreement is terminated early for any reason, within thirty (30) days of the termination effective date, Contractor shall reimburse Broward Health for the unused portion of any advance payments made to Contractor by Broward Health in amounts that will be pro-rated.
- 2. Termination for Convenience.** Broward Health may terminate this Agreement at any time without cause upon 120 days prior written notice to Contractor. If this Agreement is for supplies, products, equipment, or software, Broward Health will pay Contractor in accordance with the payment provisions of the Agreement through the date of termination. If this Agreement is for services, Broward Health shall compensate the Contractor in accordance with the payment provisions of the Agreement for those services rendered prior to the date of termination. 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.
- 3. Tax Exempt Status.** Broward Health is a tax-exempt entity (State Tax Exempt Certificate No 85-8012646292C-5) and is not obligated to pay sales, use or other similar taxes. If Broward Health is not exempt for a particular tax, it will reimburse Contractor for those taxes. 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.
- 4. Sovereign Immunity.** The parties hereto acknowledge that Broward Health is a political subdivision of the state of Florida and enjoys sovereign immunity. Nothing in this Agreement shall be construed to require Broward Health to indemnify Contractor or insure Contractor for its negligence or to assume any liability for Contractor's negligence. Further, any provision in this Agreement that requires Broward Health to indemnify, hold harmless or defend Contractor from liability for any other reason shall not alter Broward Health's waiver of sovereign immunity or extend Broward Health's liability beyond the limits established in section 768.28, Florida Statutes. To the contrary, all terms and provisions contained in this Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure Broward Health of the limitation from liability provided to Florida's subdivisions under Florida law.
- 5. Term.** The term of this Agreement shall be three years, unless otherwise agreed to in writing ("Initial Term"). Broward Health, in its sole discretion, may renew this Agreement for two- (2) additional one- (1) year terms upon giving Contractor written notice of its intent to renew at least (90) days prior to the expiration of the current term ("Renewal Term"). Any Renewal Term shall be on the same terms and conditions of the Initial Term, including all payment and pricing provisions.
- 6. Warranty and Indemnification.** Contractor warrants the performance of the Services 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 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.

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

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

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 30 days written notice prior to cancelling, terminating, or reducing the amount of Contractor's insurance. Along with the RFP submission, 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.

8. **Equal Opportunity Employment.** Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but shall not be limited to the following; employment upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships. Contractor further agrees to comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).
9. **Compliance with Law.** Contractor is familiar with and shall comply with all 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.
10. **Compliance Education.** Contractor who is awarded a contract pursuant to this RFP, along with each principal (as used herein, “principal” include any officer, director, employee, agent, or any person or entity with any ownership interest in Contractor) of Contractor that performs functions under the Contract on behalf of Broward Health, shall complete at least one (1) hour of training regarding the Anti-Kickback Statute and the Stark Law including examples of arrangements that potentially implicate the Anti-Kickback Statute and the Stark Law. Furthermore, Contractor who is awarded a contract pursuant to this RFP, along with each principal of Contractor that performs functions under the Contract shall certify that s/he has completed such training and document such certification as and in the manner requested by Broward Health. In addition, by signing below, each party certifies that it will not violate the Anti-Kickback Statute Policies and Procedures, and Contractor shall distribute such documents to its principals that perform functions under this RFP. Contractor and its principals shall review such

documents and shall certify that each such person has received and reviewed such documents and understands them, and shall document such certification as and in the manner requested by Broward Health.

11. **Compliance.** The parties acknowledge that there is no obligation of Contractor or any of Contractor's principals (as used herein, "principals" includes any officer, director, employee, agent, or any person or entity with any ownership interest in Contractor) to refer patients to Broward Health or any Affiliate of Broward Health, and there is no obligation of Broward Health to refer patients to Contractor or any of Contractor's principals. The parties intend to comply with 42 U.S.C. § 1320a-7b(b) (commonly known and hereafter referred to as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly known and hereafter referred to as the Stark Law) and any other federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time. This Agreement will be construed in a manner consistent with compliance with such statutes and regulations, and the parties hereto agree to take such actions necessary to construe and administer this Agreement accordingly. The parties in good faith believe that this Agreement fully complies with the provisions of the Anti-Kickback Statute and applicable exceptions to the Stark Law self-referral regulations (42 C.F.R. §§ 411.351 – 357). No amount paid hereunder is intended to be, nor shall be construed as, an inducement or payment for referral of or recommending referral of, patients by Contractor or any principal to Broward Health (or its employees or agents) or by Broward Health (or its employees and agents) to Contractor or any of Contractor's principals. In addition, fees charged hereunder do not include any discount, rebate, kickback or other reduction in charge, and the fees charged hereunder are not intended to be, nor shall they be construed as, an inducement or payment for referral, or recommendation of referral, of patients by Contractor or any of Contractor's principals to Broward Health (or its employees and agents) or by Broward Health (or its employees and agents) to Contractor or any of Contractor's principals. The sole purpose of the payments to Contractor hereunder is to pay fair market value for the services provided by Contractor and/or any of Contractor's principals to Broward Health hereunder. This Agreement shall be interpreted and construed at all times in a manner consistent with applicable laws and regulations governing the financial relationships among individuals and entities that provide or arrange for the provision of items or services that are reimbursable by governmental health care programs or other third party payors.

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

- a. Neither Contractor nor Contractor's principals, employees, representatives, agents, assistants, associates, and subcontractors (individually, "Employee" and collectively, "Employees"), nor the immediate family of Contractor or Employee has a compensation arrangement of any kind with Broward Health. For purposes of this subsection, the term "immediate family" shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind. The Corporate Compliance Office and the General Counsel's Office of Broward Health are authorized, in their sole discretion, to waive this requirement upon a showing of good cause and a demonstration that such waiver does not violate any applicable Federal or State statute, rule or regulation.
- b. Neither Contractor nor any Employees have been indicted for, charged with, or convicted of: (i) a felony offense, including a felony offense for which revocation of enrollment and billing privileges in the Medicare program is authorized under 42 C.F.R. § 424.535; (ii) a misdemeanor or felony offense related to the delivery of health care services; (iii) a misdemeanor or felony offense related to the practice of medicine; (iv) a crime of moral turpitude; (v) a misdemeanor or felony offense related to Contractor's or any Employee's conduct as an employee of a public entity; or (vi) a misdemeanor or felony offense within the scope of 42 U.S.C § 1320a – 7(a).
- c. Neither Contractor nor any Employees are undergoing any type of audit or are under investigation by a public or private, state or regulatory body or auditing entity.
- d. Contractor and its Employees have not engaged in, and during the Term of this Agreement shall not engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.
- e. Neither Contractor nor any Employees are or have been excluded, debarred, suspended, or has been otherwise determined to be, or identified as, ineligible to participate (including revocation of

enrollment and billing privileges) in any Federal or State Health Care Program, including but not limited to, the Medicare and Medicaid Programs, nor has Contractor or any Employees received notice that he or she is to be excluded, debarred, suspended or otherwise determined to be, or identified as, ineligible to participate (including revocation of enrollment and billing privileges) in any Federal or State Health Care Program. Neither Contractor nor any Employees further have received any information or notice, or has become aware, by any means or methods, that Contractor or any Employees are the subject of any investigation or review regarding Contractor's or any Employees' participation in any Federal or State Health Care Program or is subject to investigation related to his or her conduct as an employee of a public entity.

- f. Contractor shall, prior to and during the Term of this Agreement, conduct periodic reviews of all Employees, including any officers, directors and persons or entities with any ownership interest in Contractor, to ensure that no Employee has been debarred, disqualified, excluded, suspended, or is otherwise ineligible to participate in any federal health care program ("Exclusion Checks"). If Contractor fails to perform Exclusion Checks or otherwise fails to prevent or permits an Employee who has been debarred, disqualified, excluded, suspended, or who is ineligible to participate in any federal health care program, to perform any services or obligations under this Agreement, the Contractor shall fully indemnify and hold Broward Health harmless from and against any and all claims, demands, costs, expenses, liabilities, causes of action and damages of every kind and character (including reasonable attorneys' fees), which may be asserted by any state or federal entity or regulatory authority or other third party, that is in any way related or incident to, arising out of, or in connection with the Contractor's failure to perform Exclusion Checks on its Employees. This subsection f. shall survive the expiration or termination of this Agreement.
- g. Contractor shall provide the names and any other information requested by Broward Health of any and all Employees who will be performing any services or obligations pursuant to this Agreement. The Contractor's use of any Employee is subject to the prior written consent of Broward Health, in its sole discretion.
- h. Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Broward Health shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the fully amount of such fee, commission, percentage, gift or consideration.
- i. Contractor agrees to notify Broward Health in writing immediately, but in no event more than one (1) business day, after it becomes actually aware (or should have been aware) that any of the foregoing warranties has changed.
- j. Contractor acknowledges and understands that the failure to comply with the foregoing constitutes a material breach of this Agreement and that Broward Health may determine, in its sole discretion and notwithstanding any other provision of this Agreement to the contrary, that the material breach may be not able to be cured. In such event, Broward Health may immediately terminate this Agreement.

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

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

or is employed by or contracted with Contractor; and, 2) is also an "immediate family member" of any person who is able in any manner to refer a patient to a Broward Health facility for the provision of any healthcare service.

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

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

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

- 1) Keep and maintain public records that ordinarily and necessarily would be required by Broward Health in order to perform the services under the Agreement.
- 2) Upon request from Broward Health's custodian of public records, provide Broward Health with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) 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.
- 4) Meet all requirements for retaining public records pursuant to the State of Florida's General Records Schedule GS1-SL for State and Local Government Agencies and General Records Schedule GS4 for Public Hospitals, Health Care Facilities and Medical Providers, R. 1B-24-003(1)9b), Florida Administrative Code and/or the State of Florida's General Records Schedule GS1-SL for State and Local Government Agencies, R. 1B-24.003(1)9a), Florida Administrative Code, and transfer, at no cost, to Broward Health all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Broward Health in a format that is compatible with the information technology systems of Broward Health.

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

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 473-7303, PublicRecordsRequest@browardhealth.org, or North Broward Hospital District d/b/a Broward Health, 1800 NW 49th Street, Fort Lauderdale, FL 33309.

16. **Confidentiality.** Contractor recognizes that it must conduct its activities in a manner designed to protect any information concerning Broward Health, its affiliates or clients (such information hereafter referred to collectively as "Broward Health Information") from improper use or disclosure. Contractor agrees to treat Broward Health Information on a confidential basis. Contractor further agrees that it will not, and Contractor's agents, representatives, and employees will not, disclose any of Broward Health Information without Broward Health's prior written consent to any person, firm or corporation except: (i) to authorized representatives of Broward Health or (ii) to employees of Contractor who have a need to access such Broward Health Information to perform the services contemplated hereunder. Contractors shall be subject to all Broward Health obligations relating to compliance with confidentiality laws and the confidentiality of protected health information. Contractor acknowledges and agrees to comply with the requirements of Health Insurance Portability and Accountability Act ("HIPAA"), which are incorporated herein by reference and made a part of this contract, as if they were printed in full herein. Contractor shall not disclose protected health information to any other party without the prior consent of the patient. Contractor shall ensure that each affected employee of their company is trained in the substance and importance of complying with the HIPAA requirements mentioned above, including the duty to avoid viewing stored materials except as expressly necessary to carry out legitimate job duties.
17. **Governing Law, Jurisdiction and Venue.** This Agreement has been executed and delivered in, and shall be interpreted, governed, construed and enforced pursuant to and in accordance with the laws of the State of Florida without giving effect to the principles of conflict of laws thereof. The parties agree that the sole and exclusive venue for any litigation, mediation, special proceeding or other proceeding as between the parties that may be brought or that arises out of or in connection with or by reason of this Agreement shall be Broward County, Florida.
18. **Attorney's Fees.** In connection with any litigation, mediation, special proceeding or other proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including any appeals and any post-judgment proceedings. Broward Health's liability for costs and reasonable attorney's fees, however, shall not alter or waive Broward Health's sovereign immunity or extend Broward Health's liability beyond the limits established in section 768.28, Florida Statutes, as amended.
19. **Independent Contractor.** It is expressly acknowledged by the parties hereto that the Contractor is an independent contractor, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between Broward Health and Contractor or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow Broward Health, or its agents, representative, or employees, to exercise control or direction over the manner or method by which the Contractor performs any services which are the subject of this Agreement.
20. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
21. **Separability.** Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform all other covenants and agreements herein.
22. **Provisions Binding.** Except as otherwise expressly provided in this Agreement, all covenants, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

23. **Headings and Terms.** The headings to the various paragraphs of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.
24. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or for other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authorities, acts of the public enemy, war (whether or not declared), riots, insurrections, acts of government, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by employees or any similar or dissimilar cause beyond the reasonable control of either party. The time for performance shall be deemed extended for a period equal to the duration of such event.
25. **Non - Waiver.** No inaction upon any breach or waiver of any breach of any provision of this Agreement by any party shall be construed to be a waiver of any prior or subsequent breach of the same or any other provision of this Agreement. Nor will any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of Broward Health to insist upon the performance by Contractor in strict accordance with the terms hereof.
26. **Mutual Representation of Authority.** Contractor and Broward Health represent and warrant to each other they have full right, power and authority to enter into this Agreement without the consent or approval, not already obtained. The signatory on behalf of Contractor and Broward Health further represents and warrants that they have full right, power and authority to act on behalf of Contractor and Broward Health in entering into and executing this Agreement.
27. **Limitation of Liability or Remedy.** Any provisions of this Agreement that tend to limit or eliminate the liability of Contractor or the remedies available at law or in equity to Broward Health shall have no application with respect to the warranties set forth herein.
28. **Third Party Beneficiary.** Broward Health and Contractor expressly agree and acknowledge that this Agreement does not and is not intended to grant to or create any rights in other persons as third-party beneficiaries or otherwise. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.
29. **Entire Agreement.** This Agreement consists of (including and without limiting to) the Request for Proposals, Contractor's Response to the Request for Proposals, Broward Health's Conflict of Interest Questionnaire and Disclosure Arrangement Forms, Broward Health's Disclosure Form for Physician Ownership and Financial Arrangements, and any written agreement entered into by Broward Health and Contractor, as approved by the Office of General Counsel and the Office of Compliance and Ethics of Broward Health. To the extent that the agreement entered into by Broward Health and Contractor conflicts with, modifies, alters or changes any of the terms and conditions in the Request for Proposals or Contractor's Response to the Request for Proposals, the written agreement entered into by Broward Health and Contractor, as approved by the Office of General Counsel and the Office of Compliance and Ethics of Broward Health, shall control. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, agreements, proposals, responses, understandings and representations, if any, made by and between the parties with respect to the subject matter of this Agreement. This Agreement may be modified only by a written agreement signed by Broward Health and Contractor.
30. **Inspection and Acceptance.** Inspection and acceptance of supplies, products, equipment, software or services to be furnished hereunder shall be made by representatives of Broward Health at a point of destination by the receiving facility. Unless a detailed technical inspection is necessary, this inspection will generally consist of a visual examination of the type, kind, quantity, damage, operability, packaging and marking.
31. **Pricing.** Contractor represents that the price charged to Broward Health for all purchases or services made under this Agreement shall be as low as, or lower than, those charged the Contractor's most favored customer for comparable quantities under similar terms and conditions in addition to any discounts for prompt payment.

32. **Broward Health Property.** Property owned by Broward Health is the responsibility of Broward Health. Such property furnished to a Contractor for repair, modification, study, delivery, etcetera, shall remain the property of Broward Health. Any damage to such property occurring while in the possession of or while in route to the Contractor shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for the replacement value of the property at the current market value, less depreciation of the property, if any.
33. **Payment.** Invoices shall be submitted to Broward Health, 1608 S. E. 3rd Avenue, Fort Lauderdale, Florida 33316, attention Accounts Payable Department and shall be payable 30 days after receipt of an undisputed invoice, unless otherwise set forth in the Agreement. Invoices shall include the following information: contract number, purchase order number, and description of the supplies, products, equipment, software or services to be furnished hereunder as a line item with prices. Transportation when not FOB destination shall appear as a separate itemized item on the invoice.
34. **Gratuities.** Broward Health, may by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found after notice and hearing by the either the Chief Ethics Officer, Chief Compliance Officer and the Office of the General Counsel, that gratuities in the form of entertainment, gifts, monies, or ownership were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of Broward Health, with a view toward securing a contract or securing favorable treatment with respect to the awarding, or amending, or the making of any determination with respect to the performance of such contract.
35. **Discounts.** In connection with any discount offered by the Contractor, discounts will be computed from date of delivery of the supplies, products, equipment, software or services to the point of destination. Where acceptance of the supplies, products, equipment, software or services for compatibility or operability is necessary, discounts will be computed from the date of acceptance.
36. **Travel Expenses.** 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.
37. **Public Inspection of RFP Responses.** Broward Health is, as a special taxing district of the State of Florida, subject to chapter 119, Florida Statutes ("Florida's Public Records Laws"). Pursuant to Florida's Public Records Laws, public records, including RFPs and responses to RFPs, within the custody of a public agency may be subject to inspection and copying unless exempt or confidential and exempt in accordance with applicable law. Accordingly, all RFP Responses submitted by a Contractor to Broward Health are deemed public records and are subject to disclosure pursuant to Florida's Public Records Laws.

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

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

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

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

SECTION VI: SIGNATURE AUTHORIZATION/SWORN STATEMENT AND RESPONSE LABEL

SIGNATURE AUTHORIZATION

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

DATE: _____

NAME OF COMPANY: _____

ADDRESS: _____

CITY AND STATE: _____ ZIP _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

TITLE: _____ PRINT/TYPE NAME _____

CONTRACTOR SHALL INCLUDE WITH RESPONSE TO RFP:

1. Contractors must submit one (1) original and seven (7) copies of the sealed Specification Response with Contractor Name clearly printed on the front cover page of each submitted response. Additionally, Contractor shall submit two (2) complete responses on virus-free CD-ROM media with Contractor Name clearly labeled on each CD. USB drives cannot be accepted.
2. Contractor must submit one (1) original "Signature Authorization" Page and one (1) original Signed & notarized copy of "Sworn Statement" Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes.
3. Contractor must submit one (1) original Vendor Certification Regarding Scrutinized Companies Lists.
4. Contractor must submit proof of current liability insurance coverage.
5. Contractor shall include fully completed copies of Broward Health's Conflict of Interest Questionnaire and Disclosure Agreement forms as well as Broward Health's Disclosure Form for Physician Ownership and Financial Arrangements as part of its RFP Response. Both forms can be downloaded at <https://vendor.browardhealth.org/pages/current-opportunities>.
6. IF CONTRACTOR IS ASSERTING ANY EXEMPTION(S) FROM CHAPTER 119, FLORIDA STATUTES, CONTRACTOR MUST PROVIDE ONE (1) REDACTED COMPLETE RESPONSE WITH THE FLORIDA STATUTORY BASIS FOR REDACTIONS ON VIRUS-FREE CD-ROM MEDIA WITH CONTRACTOR NAME CLEARLY LABELED ON CD. SEE CLAUSE 38 OF SECTION V FOR MORE DETAIL.
7. IF CONTRACTOR IS ASSERTING ANY EXEMPTION(S) FROM CHAPTER 119, FLORIDA STATUTES, IN A SEPARATE SEALED ENVELOPE, CONTRACTOR MUST PROVIDE ONE (1) HARD-COPY REDACTED COMPLETE RESPONSE WITH THE FLORIDA STATUTORY BASIS FOR REDACTIONS WITH CONTRACTOR NAME CLEARLY PRINTED ON THE FRONT COVER PAGE OF THE REDACTED RESPONSE. SEE CLAUSE 38 OF SECTION V FOR MORE DETAIL.



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

STATE OF _____

COUNTY _____

Before me, the undersigned notary public, personally appeared _____,
in his/her capacity as _____
_____ of _____

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

1. Contractor has personal knowledge of all matters set forth in this certificate and all matters are true and correct.

2. Contractor's business address:

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

_____.

3. Contractor is familiar with and understands all of the provisions contained in Section 287.133 of the Florida Statutes concerning a public entity crime.

4. Contractor certifies that one of the following is true and correct:

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

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

5. Contractor acknowledges that the North Broward Hospital District is a public entity as defined in Section 287.133 (1) (f) of the Florida Statutes and that the North Broward Hospital District is relying upon this Certificate in accepting Contractor's bid with a potential for awarding the contract to Contractor.

6. This Certificate is made and given by Contractor with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentation therein.

CONTRACTOR:

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this _____

Day of _____, 2019 by

_____ in his/her capacity as _____

_____ of _____,

who is personally known to me or who has produced _____ as identification, and
who did take an oath.

Notary Public

Printed Name

(Printed, typed or stamped)

My Commission Expires:



Vendor Certification Regarding Scrutinized Companies Lists

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

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

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

*Signature of Authorized Representative

*Name and Title of Authorized Representative

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

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

FROM _____

**BROWARD HEALTH CORPORATE OFFICE
ATTN: BIDS DEPARTMENT
1800 N.W. 49th STREET
FORT LAUDERDALE, FL 33309**

RFP RESPONSE:

() RFP SPECIFICATIONS ENCLOSED

RFP TITLE: ANNUAL FIRE EXTINGUISHER CERTIFICATION, CHARGING, REPLACEMENT & REPAIR SERVICES

RETURN DATE: Prior to 3:00 P.M. EST, WEDNESDAY, AUGUST 7, 2019

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

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

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

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

SCOPE OF WORK

Broward Health is seeking a provider of Fire Extinguisher Certification, Charging, Replacement & Repair Services for all regions of Broward Health. Fire Extinguisher Inspection and Service shall consist of the following tasks, as well as, any and all tasks required in order to conform to all applicable NFPA, Federal, State, OSHA and Local Authority having jurisdiction Standards, Regulations, Codes and Requirements.

All refills, tests, repairs, etc., shall be completed by a properly licensed and certified technician per NFPA, Federal, State and Local Authority having jurisdiction including, but not limited to, NFPA Certification, State of Florida Certification, DOT Certification for Hydro Testing, and Factory Certification.

Contractors shall perform maintenance and testing as instructed in NFPA 10. NFPA 101(2012 ed), Sec. 9.7.4.1 requires that portable fire extinguishers be inspected and maintained in accordance with NFPA 10, Standard for Portable Fire Extinguishers.

Scope of work and general conditions include but are not limited to the following:

- The Contractor must perform an annual inspection on all fire extinguishers in buildings as listed to ensure their proper operation. (Quantities provided are current however extinguishers may be added/removed by Broward Health as needed at any time during the duration of the contract).
- The Contractor must recharge any extinguisher that has been discharged at any given time.
- The Contractor will prepare a written certificate of the inspection and list of work completed and any repairs needed and/or recommended for each Fire Extinguisher.
- The Contractor shall employ only trained, skilled, experienced personnel to perform the work
- All inspections and service must be done on sight. Contractor must schedule work so as not to interfere with daily operations.

Upon completion of individual testing and inspections of all fire extinguishers, an excel spreadsheet shall be provided which includes the following information:

- a. The manufacture date of each fire extinguisher
- b. The serial number of each fire extinguisher
- c. The name of the manufacturer of each fire extinguisher

- d. The date the fire extinguisher was checked
- e. The date that the fire extinguisher was recharged
- f. The size of each fire extinguisher
- g. The type of each fire extinguisher
- h. The location of each fire extinguisher
- i. The last date the hydro test was performed
- j. The date that the next hydro test is required
- k. The name and telephone number of any person performing the checks or maintenance.
- l.

Vendor will be required to maintain the stock of reserve extinguishers at each site so that Broward Health staff can change out devices when needed.

Vendor must be able to supply security background information on all employees who will enter Broward Health Facilities. On the day of work that is to be performed, employees of the selected vendors will present themselves at the security office upon entering the facility to obtain a visitors identification badge.

Vendors will schedule preventative maintenance of portable fire suppression equipment at least 72 hours prior to arrival for said maintenance.

For scheduled maintenance such as the annual fire extinguisher certification, the vendor will provide a written report detailing the condition of each extinguisher by its serial number, location, age and state of charge or discharge.

Vendors will maintain a running log of all fire extinguishers and schedule their timely replacement just prior to expiration.

Fire Extinguishers at Broward Health Medical Center (BHMC) North and South Parking Garages are done at a different time than the hospital. The annual inspection for the hospital is done in the month of December every year and the garages are done in the month of June. The total number of BHMC fire extinguishers are combined so the amount will not change.

MINIMUM REQUIREMENTS

MR1. Vendors responding to this Request for Proposal (RFP) must be established in the portable fire suppression industry for at least 5 years

MR2. Vendors responding to this RFP must have an office local to the Dade, Broward or Palm Beach area.

MR3. Vendors responding to this RFP must be licensed to certify, maintain, recharge and replace portable and fixed tank fire suppression equipment.

RESPONSE REQUIREMENTS

As stated in Section I.10, Contractor shall include fully completed copies of Broward Health's Conflict of Interest Questionnaire and Disclosure Agreement forms as well as Broward Health's Disclosure Form for Physician Ownership and Financial Arrangements as part of its RFP Response. Both forms can be downloaded at <https://vendor.browardhealth.org/pages/current-opportunities>.

Each Contractor must respond in the precise sequential order to each of the following line item requirements in this subsection. Inability to supply corporate documentation acceptable to Broward Health in the sequential order requested may result in rejection of the Response or registering a score of zero by the RFP committee

member (s) for that section. Please submit proof of compliance/ documentation/plan/policy to the following subsections. **Do NOT include hyperlinks as part of your response. Proposals must include page numbers and tabs.**

A. DIVERSE VENDOR PARTICIPATION 20%

Please refer to Section IV.

B. CORPORATE PROFILE / PERFORMANCE STANDARDS 20%

1. Contractor shall provide a brief corporate profile including the name of company, amount of continuous years in business in the portable fire suppression industry under company name, organizational detail of corporate structure, number of employees, location of principal office and office designated for this engagement. **(Minimum Requirement #1 and #2)**
2. Contractor shall submit list of current national, state, county healthcare client references. The list must include contact information and specific detail of services provided to these clients. References will be contacted and contractor will be evaluated based on input received from references.
3. Contractor shall provide its annual reports and/or audited financial statements for the past three (3) fiscal years. Please indicate total new business at the end of each of the last three fiscal years, the number of clients that were 'lost' to other industry like vendors, and the average number of years each client has been using Contractor's services. For those firms unable to provide audited financial statements, please provide key financial data for the past three (3) fiscal years, including: gross revenues, net operating income or loss, total income or loss, current and long term assets, current and long term liabilities, days cash on hand , working capital ratio and debt service coverage ratio.
4.
 - a. Contractor shall identify any judgments levied against your firm or bonding agency resulting from poor performance within the last five years. Describe the circumstances, status and outcome of all litigation from actions brought as a result of performance under prior or current contracts. Include subject matter, status and resolution.
 - b. Contractor shall provide all complaints filed against *your* firm with the State Department of Consumer Affairs, Better Business Bureau, or any other agency maintained for consumer protection within the last three (3) years. Provide the disposition on each.
 - c. Contractor shall disclose if any of their principal owners have been the subject of a criminal or civil legal action; and if so, how the matter was resolved.
5. Contractor shall provide if your Firm has been terminated from any Hospital in the last year? Please describe the situation in detail.
6. Provide name, title and contact information of the Dedicated Contact person that would be assigned to Broward Health.
7. Provide a copy of your company's current License to certify, maintain recharge, and replace portable and fixed tank fire suppression equipment. **(Minimum Requirement #3)**
8. Provide sample schedule of preventative maintenance of portable fire suppression equipment.
9. Provide sample documentation of the scheduled maintenance for the annual fire extinguisher certification. Include a sample written report detailing the condition of each extinguisher by its serial number, location, age and state of charge or discharge.
10. Provide a sample running log of all fire extinguishers and schedule their timely replacement just prior to expiration.

C. APPROACH SPECIFIC TO BROWARD HEALTH 20%

1. Contractor shall provide a one page Curriculum Vitae (“C.V.”) of each of your principals including experience in Fire Extinguisher Certification, Charging, Replacement & Repair current education and credentials, for professionals assigned to this project, specifically those responsible for the training and education of staff personnel.
2. Contractor shall detail your firm’s commitment to providing Broward Health “on site” support ensuring the highest level of customer services, e.g., liaison to Broward Health’s system operational issues. Detail hiring and background check for new staff and ongoing competency.
3. Contractor shall provide a work plan with milestones for the project and detail contingency plan for flagging problems for this project to keep it on schedule. Include “start-up” time from date of contract implementation.
4. Contractor shall provide details of how they will provide outstanding customer service. Detail services available.

D. PRICING PROPOSAL 40%

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

Vendors responding to this RFP must submit a cost of annual certification for the sites on the attached Excel Spreadsheet that contain types and quantities of extinguishers.

Vendors who supply certification, testing, maintenance and repair of fire extinguishers and related fire suppression equipment will be contracted on a time and material basis for small sites containing only a few devices (approximately 5 or less); therefore, responses to the time and material questions will be extremely important in the vendor selection process.

1. Define the following:
 - a. Regular operating hours.
 - b. Premium operating hours
 - c. holidays your company will consider subject to premium hourly rates
2. Provide your **HOURLY** service call rate for:
 - a. Regular Operating Hours
 - i. Technician
 - ii. Helper
 - b. Premium operating hours?
 - i. Technician
 - ii. Helper
3. Pricing Excel Sheet – Vendor must submit their pricing in the attached excel sheet.
 - a. Fire Extinguishers per Location - For larger sites and buildings where the count is known, please use the attached Excel Spreadsheet that shows type and quantity of all devices by Location and provide a cost per location (Fill in blue cells)

Any device found above and beyond the quotes price will be added to the annual inspection total and priced according to the CCRR Price Chart (see below).

Note: The annual inspection of Inergen and foam fire suppression systems will be priced separately.

b. CCRR Price Chart - Vendors will submit as part of their response to this RFP, the completed CCRR chart (Tab 2 of Excel Sheet provided) with detailed costs for certifying, charging, replacing or repairing (CCRR) each type and size of extinguisher currently used by Broward Health.

Note: Remediation of issues found will be based on the repair and hourly rates.
Also bidder to include a 10% contingency for the expected unexpected

REFERENCE 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: _____

Reference No. 4:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Email: _____
Dates and Type of Service(s) Provided: _____

Reference No. 5:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Dates and Type of Service(s) Provided: _____

