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[BrowardHealth.org](http://BrowardHealth.org)

**Tuesday, April 16, 2024**

**Subject: Request for Proposals (RFP): BID # 2024-0017 Bi-level Positive Airway Pressure (BiPap) Machines**

Dear Prospective Bidders,

North Broward Hospital District d/b/a Broward Health (Broward Health) is seeking proposals in response to the above-entitled RFP. The RFP 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 Small Business Enhancements. To the extent that there are any questions regarding this RFP, such questions should be addressed in writing via email to the Bids Department at [bids@browardhealth.org](mailto:bids@browardhealth.org). No other Broward Health commissioner, officer, employee, or agent should be contacted regarding this RFP. Any information that amends any portion of this RFP, which is received by any methods other than an Addendum issued to the RFP, is not binding to Broward Health.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jorge F. Hernandez".

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



# Broward<sup>®</sup> Health

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**REQUEST FOR PROPOSALS  
FOR  
BI-LEVEL POSITIVE AIRWAY PRESSURE (BIPAP)MACHINES  
BID # 2024-0017**

**RELEASE DATE:** Tuesday, April 16, 2024

**VENDOR INQUIRIES DUE:** No later than 12:00 P.M. Eastern Time (ET), Monday, April 22, 2024

**PROPOSAL DUE DATE:** No later than 3:00 P.M. ET, Tuesday, April 30, 2024

**RFP PUBLIC OPENING:** 9:00 A.M. ET, Wednesday, May 1, 2024

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**SECTION I. RFP SUMMARY PAGE**

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

**A. Key Dates**

| EVENT   | DATE & TIME  |
|---|--|
| RFP Release                                       | <b>Tuesday, April 16, 2024</b>                             |
| Vendor Inquiry Deadline                           | <b>No later than 12:00 P.M. ET, Monday, April 22, 2024</b> |
| Proposal Due Date                                 | <b>No later than 3:00 P.M. ET, Tuesday, April 30, 2024</b> |
| RFP Public Opening                                | <b>9:00 A.M. ET, Wednesday, May 1, 2024</b>                |
| Part A Scoring (Evaluation of Written Responses)  | To Be Advised  |
| Oral Presentations/Part B Scoring (if applicable) | To Be Advised  |

**B. Pre-Bidders Meeting/Site Visit**

Pre-Bidders Meeting:            Yes             No   
Mandatory:                        Yes             No

Pre-Bidders Meeting/Site Visit Location: N/A

**C. RFP Public Opening Location**

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

**D. Part A Scoring Criteria**

Scoring Criteria for Part A (Written Responses) have been distributed as follows:

|                            |     |
|----------------------------|-----|
| Small Business Enhancement | 10% |
| Corporate Profile          | 10% |
| Proposed Solution          | 30% |
| Pricing                    | 50% |

**E. Distributed Weight of Part A Written Responses and Part B Oral Presentations**

If Part B Oral Presentations are not held, the scores will be based solely on the submitted responses and Part A evaluations. If Part B Oral Presentations are held, upon completion of the Part B Presentation Evaluation Process, the scores for each Contractor that participated in both Part A and Part B shall be combined and calculated as follows to arrive at a final total score for each Contractor:

|  |             |
|--|-------------|
| Score from Part A - Evaluation of Written Response         | 40%         |
| Score from Part B - Evaluation of Oral Presentation / Demo | <u>60%</u>  |
| <b>Total</b>   | <b>100%</b> |

**F. Proposal Submissions**

All RFP Responses shall adhere to the requirements in the "Proposal Submission Instructions" Section of this RFP. 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. Please note that it may take several minutes to upload document(s); those timestamped after the deadline will not be accepted. **Proposals must not exceed more than five (5) files. All files' names must begin with Contractor Name:**

<https://browardhealth.sharefile.com/r-r92239efcd65045d5980e6f19ef8f3bad>

**G. Small Business Enhancements**

Approved Small Business Enhancement:                      Yes                       No

If the foregoing checkbox indicates a Small Business Enhancement has been approved for this RFP, then certified Small Business Vendors and qualifying non-certified Small Business Vendors will receive 10% evaluation points as indicated in this RFP. Refer to the Section entitled "Small Business Enhancements and Small Business Subcontractor Requirements" for additional details.

If the foregoing checkbox indicates a Small Business Enhancement has been approved for this RFP, then Broward Health certified Small Business Vendors will qualify for Quote Price Tolerance of 5% (up to \$25,000). Refer to the Section entitled "Small Business Enhancements and Small Business Subcontractor Requirements" for additional details.

**H. Certified Small Business Vendor Subcontracting Requirements**

Certified Small Business Vendor Subcontracting Requirement:    Yes                       No

If the foregoing checkbox indicates a Certified Small Business subcontracting requirement is required for this RFP, then the awarded Contractor must utilize subcontractors that are Certified Small Businesses for at least \_\_\_% of the services/goods required under this RFP. Refer to the Section entitled "Small Business Enhancements and Small Business Subcontractor Requirements" for additional details.

**I. Term of an Awarded Contract**

|                          |               |
|--------------------------|---------------|
| Initial Term of Contract | Up to 5 Years |
|--------------------------|---------------|

## 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 four (4) hospitals (with approximately 1,500 beds) and over forty (40) satellite facilities, 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 hospitals are as follows:

- Broward Health Medical Center is a level one trauma center and acute care and teaching facility located in Fort Lauderdale, Florida with 716 beds. Which includes the Salah Foundation Children’s Hospital, a 63-bed level one pediatric trauma center with a level one pediatric intensive care unit and level three neonatal intensive care unit.
- Broward Health North is a level two 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.

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 (“RFP”) should submit sealed responses (each, a “Response” and collectively, “Responses”) by the deadline noted in the RFP Summary Page, as amended by applicable addenda, and in accordance with the instructions contained herein.

## SECTION III. INFORMATION CONCERNING THE RFP PROCESS

### A. General Rules and Provisions Governing this RFP

1. **Invitation to Negotiate:** The issuance of this RFP constitutes only an invitation to submit an RFP 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 RFP Response satisfies the criteria established in this RFP.
2. **Non-Mandatory & Discretionary:** 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 under Florida law.
3. **Qualified Bidders:** Broward Health will consider all qualified Contractors that meet the requirements and specifications outlined in this RFP.
4. **Request for Information:** 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 necessary, in Broward Health’s sole and absolute discretion, to assist in the evaluation of any RFP Responses timely submitted.
5. **Agreement to RFP’s Terms:** Contractor’s 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 and the terms and conditions contained herein. Any changes to this RFP’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 RFP 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 RFP at any time.
7. **Headings and Severability:** The headings contained in this RFP are for reference purposes only and shall not affect in any way the meaning or interpretation of this RFP. 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 RFP is deemed to be invalid or unenforceable, the remainder of the terms of this RFP 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 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.
9. **Irregularities:** Broward Health reserves the right to waive any formalities of or irregularities in the RFP process.
10. **Withdrawals and Cancellations:** 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 negotiations have begun. Broward Health further reserves the right to re-advertise and reissue this RFP, 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 (online) presentations. The selection of a Contractor may be based in whole or in part upon the result of site visits or live (online) presentations.
12. **General Description:** 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 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 RFP and the receipt of information in response to this RFP 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 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, concerning 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.
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 RFP, 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 complete Broward Health's Conflict of Interest and Disclosure Questionnaires along with Broward Health's Disclosure for Physician Ownership and Financial Arrangements Questionnaire (available in Broward Health's Vendor Registration System under the "Ownership & Affiliation" tab) as part of its RFP 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 RFP 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 RFP shall be subject to the specific requirements of this RFP and shall always be directed to [bids@browardhealth.org](mailto:bids@browardhealth.org). Communications initiated by a Contractor to any other Broward Health commissioner, officer, employee, or agent regarding this RFP may be grounds for disqualifying the offending Contractor from consideration for an award of a contract and/or any future bids or proposals from Contractor. Such decision to disqualify or prohibit Contractors from consideration for an award on this RFP or on future projects shall be in Broward Health’s sole and absolute discretion.

17. **Questions:** Questions during the bidding process regarding the RFP process and protocol as well as technical questions regarding the scope of work should be directed via e-mail only to [bids@browardhealth.org](mailto:bids@browardhealth.org). Questions regarding the scope of work must be submitted by the Vendor Inquiry deadline as delineated on the RFP 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 § 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 § 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 RFP 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 § 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 § 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 § 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 RFP is offered. With its Response, Contractor shall, consistent with the requirements of § 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 RFP and, if awarded, enter into a contract to provide the goods or services for which this RFP is offered. Such certification form is attached to this RFP and incorporated herein by reference.





22. **Foreign Countries of Concern:** Section 287.138(4), Fla. Stat., prohibits a governmental entity from accepting a bid on, a proposal for, or a reply to, or entering into, a contract with an entity which would grant the entity access to an individual's personal information, as defined in § 501.171(1)(g), Fla. Stat., unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity is: (1) not owned by the government of a foreign country of concern, as defined in § 287.138(1)(c), Fla. Stat.; (2) the government of a foreign country of concern does not have a controlling interest in the entity; and (3) the entity is not organized under the laws of or has its principal place of business in a foreign country of concern. With its Response, Contractor shall, consistent with the requirements of § 287.138(4), Fla. Stat. and Fla. Admin. Code R. 60A-1.020, submit the Foreign Country of Concern Attestation Form (PUR 1355) attesting to the foregoing. Such Attestation Form is attached to this RFP and incorporated herein by reference.
23. **RFP Awards:** Broward Health reserves the right to award the contract under this RFP to a Contractor or Contractors based on a complete RFP Response, on any portion of an RFP Response, or on any particular items of an RFP Response, as it deems to be in the best interests of Broward Health.
24. **RFP Disputes, Administrative Remedy:** If a Contractor disputes any matter arising out of this RFP or the RFP process, including the award of the Contract, Contractor shall provide written notice of dispute to Broward Health's Vice President, Supply Chain/Chief Procurement Officer at [bids@browardhealth.org](mailto:bids@browardhealth.org) no later than (a) five (5) business days after this RFP or any amendment/addendum to this RFP is issued if protesting or challenging any of the terms or conditions of this RFP 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](mailto: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 RFP 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 RFP'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.
25. **Preference to Florida Businesses:** Pursuant to § 287.084, Fla. Stat., purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a



vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent. To the extent that this RFP is a solicitation for personal property, all Bidders submitting a Response whose principal place of business is located outside of Florida must accompany their written Response with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

26. **Preference to Businesses with Drug-Free Workplace Programs:** Pursuant to § 287.087, Fla. Stat., whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
27. **Social, Political, or Ideological Interests in Government Contracting:** In accordance with § 287.05701, Fla. Stat., an awarding body may not request documentation or consider a vendor's social, political, or ideological interests when determining if the bidder is a responsible bidder, and an awarding body may not give preference to a bidder based on such social, political, or ideological interests. Accordingly, any award of a contract pursuant to this RFP shall not be based on any such social, political, or ideological interests and Broward Health shall not require any responsive bidder to provide any documentation pertaining to any such social, political, or ideological interests.
28. **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 RFP Process**

### **1. RFP RELEASE**

This RFP 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 RFP Summary Page, as amended by applicable addenda. A Pre-Bidders Meeting is intended to review the Scope of Work requested in this RFP. Failure of a Bidder to attend a mandatory Pre-Bidders Meeting may result in rejection of the Bidder's Proposal 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 by sending an email to [bids@browardhealth.org](mailto:bids@browardhealth.org). Please include "RSVP – Pre-Bidders Meeting/Site Visit for [Project Name]" in the subject line. It is recommended that Bidders bring a copy of this RFP document to the meeting.

### **3. VENDOR INQUIRY DEADLINE**

Questions regarding the RFP process and/or the Scope of Work must be sent **via email only** to [bids@browardhealth.org](mailto:bids@browardhealth.org). Questions regarding the Scope of Work must be sent no later than the Vendor Inquiry



Deadline provided in the RFP 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 RFP that will be shared with all Bidders by posting such addendum at <https://vendor.browardhealth.org/pages/current-opportunities>. All addenda issued for this RFP must be acknowledged by each Bidder via the Addendum Acknowledgement Form attached to this RFP. If addenda are issued for this RFP and the Bidder fails to submit the Addendum Acknowledgement Form with the Bidder's Proposal, 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 RFP in the Addendum Acknowledgement Form may result in rejection of the Bidder's Proposal.

Please see the "General Rules and Provisions Governing this RFP" Section for additional details regarding communications with Broward Health concerning this RFP.

#### 4. PROPOSAL DUE DATE

RFP Responses **must be received no later than** the Proposal Due Date/Time provided in the RFP Summary Page, as amended by applicable addenda. RFP Responses which are not received by Broward Health's Bids Department by the Proposal Due Date as indicated in the RFP Summary Page (unless amended via an addendum), 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.

#### 5. RFP PUBLIC OPENING

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

#### 6. EVALUATION AND SELECTION PROCESS

The evaluation and selection process is composed of one to three parts. These parts are as follows:

##### i. *Part A - Evaluation of Written Responses*

With the exception of pricing proposals, a committee, organized to evaluate and review RFP Responses (the "Selection Committee"), shall review all timely submitted RFP Responses with respect to completeness, accuracy, and content ("Part A Evaluation Process"). All pricing proposals shall be evaluated and scored by one (1) or more members of Broward Health's Finance Department ("Finance Representative"). Following the Finance Representative's evaluation and scoring of the pricing proposals submitted with the RFP Responses, the Finance Representative shall forward the scores of the pricing proposals to the Selection Committee. The Selection Committee shall thereafter evaluate and score (rank) the RFP Responses in a public meeting based upon the criteria established within this RFP and the scoring provided by the Finance Representative. Bidders will be formerly advised of the Part A Evaluation Process's date, time, and location at least seventy-two (72) hours prior to the Part A Evaluation Process public scoring meeting on Broward Health's vendor website and the "Sunshine Board" located in the lobby of Broward Health's Corporate Offices, 1800 NW 49th Street, Ft. Lauderdale, Florida. Scoring Criteria for Part A Evaluation Process is distributed as outlined in the RFP Summary Page, as amended by applicable addenda. Bidders may be contacted for clarification at any time during the process. To the extent only one Response is submitted pursuant to this RFP, the Selection Committee may award the sole Bidder with a contract without formally engaging in the Part A Evaluation Process.

##### ii. *Part B – Oral Presentations and Evaluation Process*

To the extent applicable (as denoted on the RFP Summary Page, or as determined by the Selection Committee during the Part A Evaluation Process), upon completion of the Part A Evaluation Process, the Selection Committee will determine, in the Selection Committee's sole



discretion, if any and how many vendors will be invited to Part B Oral Presentations by tallying all the Bidders' scores ("Finalists"). If Broward Health decides to hold Part B Oral Presentations, Bidders will be provided a "short list" advising the Finalists that have qualified and been invited to return for Part B Oral Presentations. Broward Health reserves the right, in its sole and absolute discretion, to award a contract based upon the submitted responses and Part A Evaluations alone and reserves the right to cancel Part B Presentations, and to do so with or without issuing any addenda, even if such Part B Presentations are scheduled or stated in the RFP Summary Page. Nothing herein confers any right to any Bidder for a Part B Oral Presentation. Moreover, Broward Health, in its sole discretion, reserves the right to schedule Part B Oral Presentations even if not stated in the RFP Summary Page and to do so with or without issuing any addenda.

To the extent the Selection Committee decides to hold Part B Oral Presentations, Broward Health will schedule these Part B Presentations and notify the Finalists of the date, time, and location of the Part B Oral Presentations. Prior to the commencement of the Part B Presentations, Broward Health may request that the shortlisted Finalists provide additional documentation and/or information, as well as a revised pricing proposal or "best and final offer" for submission. To the extent that a revised quote or best and final offer is requested from and submitted by the shortlisted Finalists, the revised quote or best and final offer shall be reviewed and scored by the Finance Representative and forwarded to the Selection Committee.

Finalists will be provided with an agenda detailing the topics to be covered and additional documentation or information requested, if any (e.g., revised pricing proposal), during the Part B Oral Presentations ("Part B Agenda"). The Finalists will be given approximately two (2) weeks to prepare their Part B Oral Presentations. The order of the Part B Oral Presentations shall be at the sole discretion of Broward Health. Finalists who are unable to make a Part B Oral Presentation on the appointed date and time may be disqualified. Once the Part B Oral Presentations have been completed, the Selection Committee will evaluate and score each participating Finalist based upon each Finalist's presentation and submission of any requested documents or information as outlined in the Part B Agenda, as amended by any revision to the Part B Agenda ("Part B Presentation Evaluation Process").

iii. *Part C – Calculation of Scoring and Ranking for Contract Negotiations*

If Part B Presentations are held, upon completion of the evaluations of the Part B Presentations, the Selection Committee shall complete the Part C Scoring whereby the scores for each Contractor that submitted Responses and participated in the Part B Presentations will be combined and calculated as provided in the RFP Summary Page, as amended by applicable addenda, to arrive at a final total score for each Contractor. Notwithstanding anything herein to the contrary, Broward Health reserves the right to forego Part B Presentations and award solely based on the results of Part A. If Part B Presentations are not held, the scores will be based solely on the submitted Responses and Part A Evaluations.

iv. *Awards and Contract Negotiations*

The CPO, or his or her designee, will review the final results and send notifications of awards and non-awards. Following an award, contract negotiations will commence with the highest ranked Contractor(s) to enter into a contract for the specified term, along with any renewals, indicated in the RFP Summary Page, as amended by applicable addenda. If Broward Health is unable to negotiate a satisfactory contract, for any reason, Broward Health shall formally terminate negotiations with the highest ranked Contractor and shall then undertake negotiations with the second highest ranked Contractor. If negotiations with the second highest ranked Contractor should fail, then Broward Health reserves the exclusive right, at its own discretion, to repeat this process with the remaining ranked Contractors. Should Broward Health be unable to negotiate a satisfactory contract with any of the ranked Contractors, Broward Health shall, at its sole discretion, either cancel or withdraw this RFP or select additional Contractors who submitted Responses in the order of their scoring and continue negotiations in accordance with this paragraph until an agreement is reached.



Notwithstanding anything herein to the contrary, Broward Health reserves the right to award multiple contracts among the top-ranked Bidders that have submitted Responses should the RFP Selection Committee or Broward Health deem this beneficial to and in the best interests of Broward Health. Broward Health also 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 RFP.

### C. Proposal 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 RFP Public Opening, then any RFP 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 RFP. 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](http://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](mailto:vendorrelations@browardhealth.org).

2. **Proposals:** Contractors must submit their Responses with Contractor's name clearly printed on the front cover page. **A complete copy of the entire Proposal 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. If a pricing grid has been provided by Broward Health, Contractor must utilize this format to respond. Proposals must not exceed more than five (5) files. All files' names must begin with Contractor Name.*
3. **Complete Proposals:** All submitted RFP Responses must be complete. If the Disclosure for Conflicts of Interest and Physician Ownership & Financial Arrangements Questionnaires (available in Broward Health's Vendor Registration System under the "Ownership & Affiliation" tab); Sworn Certificate Under § 287.133 of Florida Statutes, Public Entity Crime Provision; Vendor Certification Regarding Scrutinized Companies; Signature Authorization Form; and/or any of the required Forms 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 RFP 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 Proposals: Complete** RFP Responses must be uploaded and received by the Proposal Due Date as noted in the RFP Summary Page, as amended by applicable addenda. RFP Proposals 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 favor of Broward Health.
6. **Modifications:** Under no circumstance may a Contractor modify an RFP Proposal after the Proposal Due Date as noted in the RFP Summary Page, as amended by applicable addenda.
7. **Acceptance of Terms and Conditions:** 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 and be bound by the contents of this RFP. By submitting a Response to this RFP, 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 RFP. No modifications or exceptions to any of the RFP'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



Proposal. 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 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 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 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 RFP 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 RFP OR ANY OTHER MATERIALS SUBMITTED TO BROWARD HEALTH (INCLUDING, WITHOUT LIMITATION, ANY POWERPOINTS OR REVISED QUOTES/BEST AND FINAL OFFERS SUBMITTED IN PART B) 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) SEPARATE ELECTRONIC FILE CONTAINING THE REDACTED MATERIALS AND SUCH REDACTED MATERIALS MUST CLEARLY CONTAIN AND IDENTIFY THE CONTRACTOR'S NAME. THE FILE NAME MUST ALSO CONTAIN THE WORD "REDACTED" TO DIFFERENTIATE IT FROM THE NON-REDACTED SUBMISSION.**

**A FAILURE BY CONTRACTOR TO PREPARE AND LABEL THE EXEMPT OR CONFIDENTIAL AND EXEMPT PORTIONS OF ITS RFP 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 RFP, 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 RFP, 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 RFP 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 RFP, agrees to be legally bound by the terms and conditions of this "Important Notice Regarding Public Records" Section.

**D. Small Business Enhancements and Small Business Subcontractor Requirements**

Broward Health is committed to ensuring the participation of certified Small Business Vendors in its procurement of goods and services. Broward Health's certified Small Business Vendors include, without limitation, Small Businesses 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 its Economic and Small Business Development Initiative aimed at encouraging the economic growth and development of small businesses. The provisions and guidelines of this Initiative 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 certain Small Business Enhancements to ensure the participation of certified Small Business Vendors in the procurement process. To the extent a Small Business Enhancement has been approved for this RFP, as determined consistent with Broward Health's General Administrative Policy No. GA-001-045, it shall be so designated in the RFP Summary Page, as amended by applicable addenda.

**1. SMALL BUSINESS ENHANCEMENTS – RFP SCORING CRITERIA**

To the extent applicable (as denoted on the RFP Summary Page), Small Business Enhancements will be awarded to Bidders who are Broward Health certified Small Business Vendors. It may also be awarded to Vendors that are not certified as Small Business Vendors who document the solicitation and utilization of certified Small Business Vendors (past and planned for this RFP). *All Bidders, regardless of status, must respond to each Section below. If negative or not applicable, please note "NO" or "N/A" accordingly.*

Shown below is the Small Business Enhancement criteria:

- a. To be eligible for Small Business Enhancements, if applicable to this RFP, certified Small Business Vendors **MUST** submit a copy of their certification evidencing their status from one (1) of the recognized Broward Health Certification Partners ("Certification") with their RFP response. Broward Health's approved Certification Partners are listed at <https://vendor.browardhealth.org/pages/vendor-registration-and-certification>.
- b. Applicable Small Business Enhancements will be awarded to Vendors that are not certified as Small Business Vendors, who respond in specific detail to the following:
  - i. **Solicitation** - Explain how your company solicits, invites, and encourages Small Business Vendor 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 Small Business Vendors. Documentation **MUST** be submitted with the RFP Response to receive the full evaluation points assigned to this Section as indicated RFP Summary Page, as amended by applicable addenda.
  - ii. **Planned Utilization** – Provide a description of the planned utilization of Broward Health's certified Small Business Vendors as subcontractors. Please include the type of work, dollar value, and percentage of work to be performed by the certified Small Business Vendors if awarded a contract pursuant to this RFP. Documentation of planned utilization **MUST** be submitted with the RFP Response to receive the full evaluation points assigned to this Section as indicated RFP Summary Page, as amended by applicable addenda.
  - iii. **Past Utilization** – Please provide documentation/reports of your company's past utilization of certified Small Business Vendors on prior projects/contracts. Documentation of utilization for the past five (5) years **MUST** be submitted with the RFP Response to receive the full evaluation points assigned to this Section as indicated RFP Summary Page, as amended by applicable addenda.

**2. CERTIFIED SMALL BUSINESS VENDOR SUBCONTRACTING REQUIREMENT**

This RFP may contain a certified Small Business Vendor subcontracting requirement. To the extent this RFP



contains a Certified Small Business Vendor subcontracting requirement, it shall be noted in the RFP Summary Page, as amended by applicable addenda. Contractors can obtain a list of Broward Health certified Small Business Vendors for subcontracting via our online Small Business Vendor Directory at the following URL: <https://vendor.browardhealth.org/pages/vendor-registration-and-certification>. Should you have any questions regarding Broward Health's Economic and Small Business Development Initiative, please contact Broward Health's Office of Economic and Small Business Development (OESBD) at 954-473-7205 or email [smallbusiness@browardhealth.org](mailto:smallbusiness@browardhealth.org). If a certified Small Business Vendor subcontracting requirement is required pursuant to this RFP, the following guidelines shall apply to any final contract negotiated between the parties.

- a. **Participation Percentage.** The Contractor agrees to utilize certified Small Business Vendor subcontractors ("SBV Subcontractor") to perform no less than the percentage of subcontracting work indicated on the RFP Summary Page, as amended by applicable addenda.
- b. **Subcontractor Registration.** All subcontractors utilized by the Contractor to perform any work requested in this RFP must be a registered vendor with Broward Health. It is the Contractor's responsibility to ensure that all subcontractors (regardless of Certification status) 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](http://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 SBV Subcontractors that will be participating in the services and/or goods to be provided pursuant to this RFP. The awarded Contractor shall specify the dollar amount for each SBV Subcontractor. Each proposed SBV Subcontractor must qualify as a certified Small Business Vendor with one of Broward Health's approved Certification Partners as indicated above. The awarded Contractor shall bind each and every SBV Subcontractor to the terms stated in the final contract and shall require the proper licensing of such SBV 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 RFP. Broward Health shall be notified of all subcontracts which may terminate during the Term of the awarded contract.
- e. **Monitoring SBV Utilization Report.** Along with the awarded Contractor's invoice and billing reconciliation report, the awarded Contractor shall also submit a certified Small Business Vendor Utilization Report ("Utilization Report"). Such Utilization Report shall include the Certification status of each SBV Subcontractor utilized, the subcontract value and percent, current reporting period payments, payments made to date, and remaining payments to be paid to each SBV Subcontractor. The awarded Contractor shall utilize this Utilization Report to indicate the amount of monetary SBV Subcontractor participation. Further, the last Utilization Report submitted shall also set forth the total SBV 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 Small Business Vendor subcontracting requirement ("SBV Subcontracting Requirement") of this RFP, 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 Small Business Vendor subcontracting participation ("SBV Subcontracting Participation") is less than the SBV Subcontracting Requirement percentage set forth in this RFP, the actual damages for the non-compliance of SBV Subcontracting 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 SBV Subcontracting Requirement. Both parties understand and agree that this liquidated damage clause is only applicable to breaches pertaining to not meeting the SBV Subcontracting Requirement and shall be the sole and exclusive remedy for such SBV Subcontracting 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.

- g. **Good-Faith Efforts.** To the extent that an awarded Contractor is unable to meet the SBV Subcontracting Requirement of this RFP, Broward Health may, upon Contractor's demonstration of "good-faith efforts" in complying with such requirement, waive this requirement to the awarded Contractor. The decision of whether a Contractor has demonstrated and met the good-faith effort standard, as well as whether the SBV Subcontracting Requirement will be waived (even if the good-faith effort standard is met), is in the sole and absolute discretion of Broward Health.

## 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 RFP. 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 RFP.

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, §§ 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](http://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 |
| Worker Compensation/Employer's Liability | Statutory Limits/\$1 million                     |



|  |             |
|--|-------------|
| 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 thirty (30) days written notice prior to cancelling, terminating, or reducing the amount of Contractor's insurance. Along with the RFP 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:
  - a. 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.
  - b. 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 § 119.01, *et seq.*, Florida Statutes (the "Public Records Law") and § 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](mailto:PublicRecordsRequest@browardhealth.org), or North Broward Hospital District d/b/a Broward Health, 1800 NW 49<sup>th</sup> 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, § 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. **Storage of Patient Information in USA or Canada.** Pursuant to § 408.051(3), Fla. Stat., Contractor certifies that, to the extent that it may store any patient information accessed pursuant to the Agreement, such patient information stored in either a physical or virtual environment (including through a third-party or subcontracted computing facility or an entity providing cloud computing services) shall be physically maintained in the continental United States or its territories or Canada.
25. **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.

26. **Terms and Conditions of the RFP.** Contractor, by submitting a Response to Broward Health's RFP, 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 RFP; and any certified Small Business Vendor Subcontracting Requirements, as defined under Section III.D.2.f. of this RFP, and penalties for noncompliance (if applicable). Any changes to any terms and conditions in the RFP 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.
27. **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.
28. **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.
29. **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 § 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 § 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 § 768.28, Florida Statutes, as amended.
30. **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.

31. **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 § 768.28, Florida Statutes, as amended.
32. **Convicted Vendor List.** If Contractor has been placed on the convicted vendor list following a conviction for a public entity crime, as defined in § 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 § 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.
33. **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 RFP 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.
34. **Federal Reimbursement and Disaster-Related Work.** Contractor understands that Broward Health may engage Contractor to perform services and/or to provide goods under this Agreement that may be related to disaster-recovery work and such disaster-recovery work may be funded in whole or part by federal assistance in the form of a grant, subgrant, loan, or reimbursement either directly to Broward Health as a recipient or as a subrecipient of funding provided from the federal government to an agency of the State of Florida or to another pass-through agency (collectively, a "Federal Project"). To the extent that Broward Health seeks reimbursement from the federal government, whether in whole or part, for any Federal Project performed by Contractor under this Agreement, Contractor understands and agrees that Contractor shall be subject to the terms and conditions of the Federal Addendum: Additional Provisions for Contracts Funded Through Federal Assistance, including Provisions for Federal Emergency Management Agency (FEMA) Assistance, Reimbursement Contracts, which can be found at the following website: <https://browardhealth.org/pages/Contract-Addenda>, and is hereby incorporated herein by reference as if fully set forth herein.
35. **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.
36. **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.



37. **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.
38. **Headings and Terms.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. 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. The use of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The term “shall” is mandatory and “may” is optional. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

## SECTION V. SCOPE OF WORK

Broward Health is seeking the best option to replace approximately 47 Bilevel Positive Airway Pressure (BiPap) Machines across all Broward Health facilities.

## SECTION VI. MINIMUM REQUIREMENTS

Documentation supporting conformance with the following minimum requirements must be submitted:

### Minimum Requirements

1. Transportability
2. Ability to use non-proprietary filters, circuits, and masks
3. Patient Safety Features i.e. alarms (audio and/or visual)
4. Patient trending value data recall greater than 24 hours
5. High-flow oxygen therapy as a standard option with flow ranges from 1-60L FIO<sub>2</sub> 21-100%.
6. Turbine or internal compressor driven, eliminating the need for external medical air connection
7. Must allow continuous operation with a “hot swap” of main battery and an internal backup battery. Run time of battery should be 4-5 hours
8. Capable of providing ventilatory support for pediatric (as low 15 kgs) and adult populations.
9. Built-in O<sub>2</sub> sensor, capable of accurately calculating O<sub>2</sub> usage
10. FDA certification or 510(k) clearance
11. Average Volume Assured Pressure Ventilation (AVAP) or compatible mode
12. Electronic Medical Record capabilities (HL7)

### Preferred Requirements/Capabilities:

1. Capable of ETCO<sub>2</sub>/SPO<sub>2</sub> detection
2. Patient trending value data recalls up to 72 hours
3. Free software upgrades for the life of the ventilator
4. Capable of providing ventilatory support for pediatric patients under 15kgs

5. Ongoing Online/Video Training availability for future Broward Health needs (aside from initial training format)

## SECTION VII. SPECIFIC RESPONSE REQUIREMENTS

In addition to any other applicable response requirements otherwise noted in the instructions of this RFP (e.g., Certified SBV Subcontracting Participation, etc.), Contractors must respond in the precise sequential order to each of the following line-item requirements in this Section. Inability to supply 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 or registering a score of zero by the RFP Selection Committee Member(s) for that Section. Proposals must include page numbers.

### A. Small Business Enhancements

Please refer to the "Small Business Enhancements and Small Business Subcontractor Requirements" Section of this RFP for more information regarding the submission requirements to receive Small Business Enhancements.

### B. Corporate Profile

1. Contractor shall provide a brief corporate profile including number of continuous years in business under the company's name, organizational details of the company's corporate structure, number of employees, location of principal office, and the office designated for this engagement. Contractor shall include a brief summary detailing experience in the specific goods/services requested in this RFP.
2. Contractor shall submit a list of current hospital client references utilizing the proposed solution. The list must include contact information and specific details of the services/goods provided to these clients. References will be contacted. Please use the References Sheet included with this RFP.
3. Broward Health, to ensure the financial stability of those it does business with, requires all interested Contractors to submit financial statements for Broward Health's review. To that end, Contractor shall provide **one copy** of its annual reports and/or audited financial statements for the past three (3) fiscal years **in a separate file named "Financial Statements"**. Please also indicate the total new business at the end of each of the last three (3) 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. **Failure to provide the foregoing financial statements and information may result in disqualification of the Bidder unless waived by the SVP/Chief Financial Officer or his or her designee.**

**Please note, financial statements provided by Bidders in order to pre-qualify for bidding are exempt from disclosure pursuant to a public records request under § 119.071(1)(c), Florida Statutes.** As such, to ensure that such statements are not disclosed pursuant to a public records request for Responses, Contractor must submit the above-mentioned financial statements in separate files that are not combined with Contractor's Response. Contractor, by submitting a Response to the RFP, understands and agrees that failure to submit the financial statements in separate files constitutes a complete waiver by Contractor of any exemption from disclosure or confidential status of Contractor's financial statements and Contractor agrees to waive any cause of action or any claim for damages it may have against Broward Health or any of Broward Health's subsidiaries, affiliates, Board members, executives, officers, employees, or agents for the release of Contractor's unredacted financial statements pursuant to a public records request.

4. 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.
5. Contractor shall provide all complaints within the last three (3) years filed against Contractor's firm 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.



6. 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?
7. Contractor shall provide details regarding any situation where Contractor has been terminated from a client in the last year.
8. Contractor shall provide an authorized representative to sign confidentiality agreements for Contractor and, if applicable, securing signatures of any and all persons or entities providing services or furnishing goods within the scope of this contract. Detail corporate H.R. policies, including the training of individuals assigned to Broward Health's account, that foster and ensure strict compliance with corporate confidentiality guidelines.
9. Contractor shall indicate if your firm has any active GSA contracts. If so, please indicate the contract number.

### **C. Proposed Solution**

1. Minimum Requirements - Detail conformance to each of the twelve minimum requirements above.
2. Additional Features/Options – Detail other models/features available. Those not included in the minimum requirements should be priced out separately.
3. Detail EMR Integration Capabilities (Provide information such as capability to connect to Epic; and what information is able to be “pulled into” the EMR.)
4. Training:
  - a. Contractor shall detail proposed onsite training for Clinical and Technical training. If multiple options are available, detail each one.
  - b. Vendor shall advise if Online/Video training “library” is available for future Broward Health needs (aside from initial training format).
5. Implementation process – Provide a timeline for the implementation process. Define your responsibilities vs. Broward Health's responsibilities.

### **D. 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. Contractor shall provide a detailed quote for the following:

- 47 BiPAP machines with the minimum features listed above.
- Additional customizable features or upgraded models with additional features shall be quoted **separately**.
- Delivered pricing to Broward County, Florida.
- Training (If multiple options are available provide differentiated pricing).
- Include Trade-In Value for Philips Respironics V60 (47 units).
- Pricing for related disposables.

## SECTION VIII. FORMS

Contractor shall include the original version of each of the following fully completed forms as part of its RFP 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 § 287.133 of Florida Statutes, Public Entity Crime Provision
- Vendor Certification Regarding Scrutinized Companies
- References Sheet
- Addenda Acknowledgement
- **Only For Out-of-State Businesses:** A written opinion of an attorney at law licensed to practice law in the state where the Bidder's principal place of business is located indicating any preference of businesses in the letting of public contracts as provided in Section III.A.24 of this RFP.
- Foreign Country of Concern Attestation (PUR 1355)

**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 Proposal is considered a public record as defined by the Florida's Public Records Laws; (3) all responses, data and information contained in this Proposal are true and accurate; (4) to adhere to the requirements of this RFP and to be bound by the Section of this RFP entitled "Broward Health's General Terms and Conditions" if awarded a contract; and (5) any modifications of any terms of this RFP 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: \_\_\_\_\_

**RFP & CONTRACTING MAIN CONTACT** (If different from above). This person will receive all communications regarding RFP 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 RFP and all the forms that are required as part of this RFP. Failure to adhere to the requirements of this RFP 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](http://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 RFPs change for each RFP. 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 RFP 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 RFP and is the only department/individuals with whom you are allowed to communicate regarding this RFP.
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 dates in the RFP Summary Page, as amended by applicable addenda, and view the answers given in the formal addenda issued for the RFP. All addenda issued for an RFP will include questions asked and answered concerning this RFP.
7.  **Carefully review any addenda to the RFP.** Before submitting your response, review any addenda issued in connection with this RFP. 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 RFP, you must submit an Addendum Acknowledgement form indicating you are aware of and read the addenda issued for the RFP.
8.  **Follow the format required by the RFP when preparing your response.** Include a table of contents and make sure that your response includes page numbers. Respond to the questions in the same order they are written in the RFP. **Proposals must not exceed more than five (5) files. All file names must begin with Contractor Name.**
9.  **Response to the RFP.** Read and respond to all requirements. Provide point-by-point responses to all evaluation criteria in a clear and concise manner but with enough detail for your proposal to be adequately evaluated. Don't assume Broward Health or the members of the RFP Selection 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 proposals are evaluated solely on the information and materials provided in your response. To that end, make sure all the following Sections, to the extent required under this RFP, are filled out in a detailed manner.
  - a.  Documentation Supporting Minimum Requirements Conformance (if applicable)
  - b.  Documentation for Small Business Enhancements (if applicable)
  - c.  Corporate Profile
  - d.  Financial Statements (must be provided in a separate electronic file)

- e.  Proposed Solution
  - f.  Pricing Proposal
10.  **Submit all required forms.** Make sure you submit all the following forms and complete them in their entirety.
- a.  Signature Authorization Form
  - b.  Sworn Certificate under § 287.133 of Florida Statutes, Public Entity Crime Provision
  - c.  Vendor Certification Regarding Scrutinized Companies
  - d.  References Sheet
  - e.  Addendum Acknowledgement
  - f.  Proof of insurance information or letter from insurance carrier
  - g.  A Written Opinion from an Attorney at Law Consistent with § 287.084, Fla. Stat. (Only for Foreign Businesses)
  - h.  Foreign Country of Concern Attestation (PUR 1355)
11.  **Submit your response on time.** Note the date and time listed on the front page of the RFP and the RFP Summary Page (or any amendment/addendum as applicable) and be sure to submit all required items on time. Late proposal submissions will not be considered.

**SWORN CERTIFICATE UNDER § 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 § 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 § 287.133(3)(f), Florida Statutes.

5. Contractor acknowledges that North Broward Hospital District is a public entity as defined in § 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 \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**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 § 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 § 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 § 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.



**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.

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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)

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Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

All addenda issued for this RFP must be acknowledged by each Bidder via the Addendum Acknowledgement Form attached to this RFP. If addenda are issued for this RFP and the Bidder fails to submit the Addendum Acknowledgement Form with the Bidder's Proposal, 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 RFP in the Addendum Acknowledgement Form may result in rejection of the Bidder's Proposal.

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

**Name of Entity** is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

**Printed Name:**

**Title:**

**Signature:**

**Date:**